

COPLEY PLACE: THE DESIGN DEVELOPMENT OF A
MAJOR ENVIRONMENTAL INTERVENTION

by

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ABSTRACT

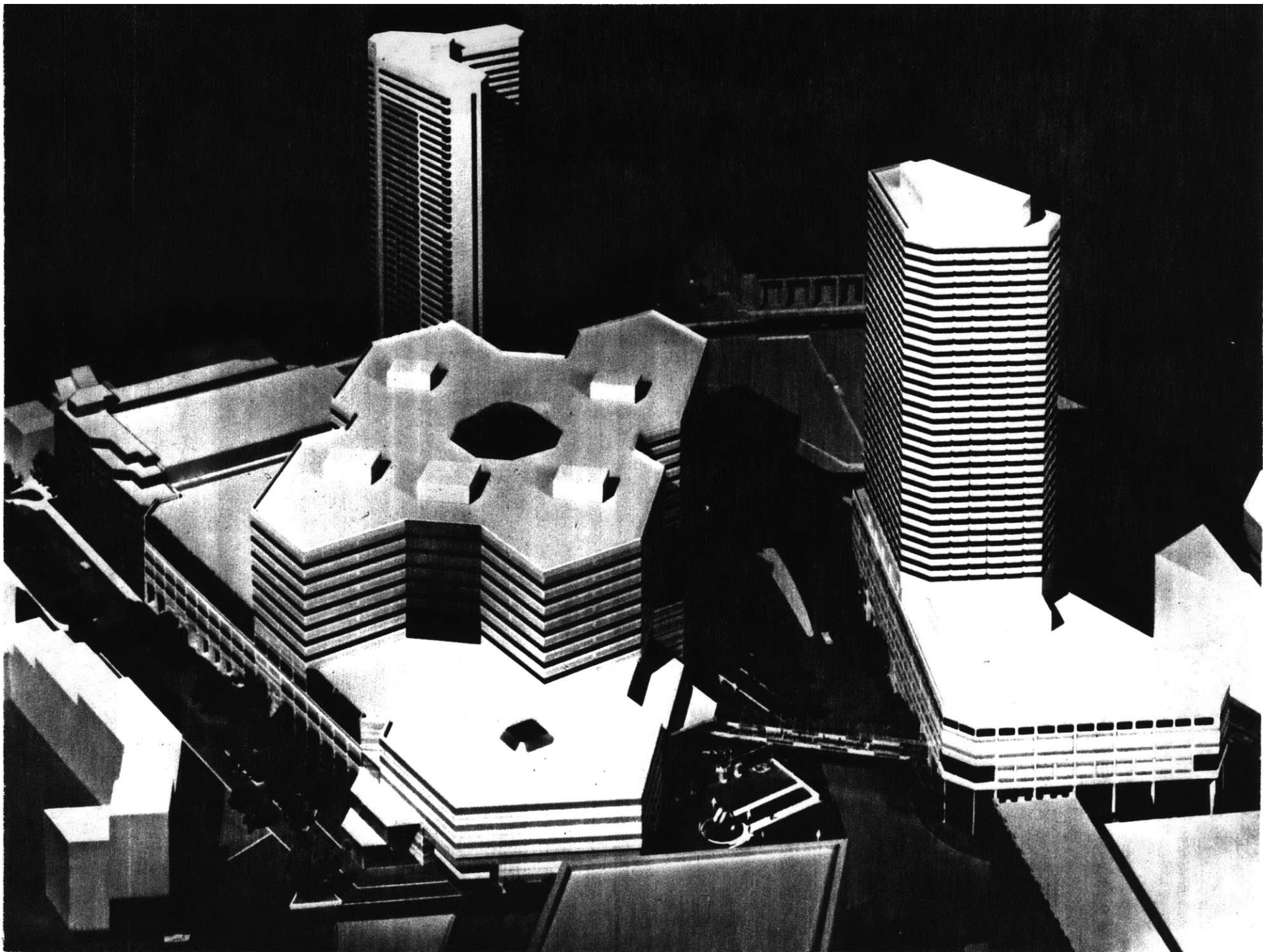
Architecture, to a large extent, is a response to environmental factors. It is the introduction of a brand new form and function onto the landscape of an already established milieu. Design development is the attempt to read these factors, as they converge and interact on that site, so that the introduction would be as cordial as possible. This can be tricky when the form and function represents a major effort - like Copley Place - and when the milieu is as sensitive as Back Bay Boston.

Now that Copley Place is finally being built, much of the controversy that once surrounded the project has begun to dissipate from the primary concern of those who will be affected by its presence. This seems ironic if the building is considered to be but the physical embodiment of that controversy (a contention cast in stone, so to speak). But when the building is perceived as the resolution to that controversy, the dissipation of the concern, even as the structure rises, becomes, instead, a measure of the success of the design development.

The issues that are investigated in this paper are (1) the environmental factors that converged on the site, (2) the interaction that resulted between these factors, (3) the controversy that made the design development such a delicate procedure, and (4) the resolution that has made Copley Place a case study that is sure to be analyzed from many perspectives for years to come.

Copley Place is a large scale, mixed-use development that is located in the midst of an urban environment. If anything is to be learned from this project it should be the fact that in such a context politics becomes as much an environmental factor to be reckoned with as, say, climate conditions or site obstructions. The same is true with "history", since it can generate and influence goals and objectives just as quickly as present day conditions.

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INTRODUCTION

As the observers and users of a built environment, we often attribute the form and function of our surroundings to decisions founded purely upon the aesthetic assumption, as if the structures and spaces generated by human manipulation - or "planned intervention" - were simply designed and then built.. To some of us, such features as land-use, massing, orientation, and facade treatments represent nothing more than the taste, talent, and the professional whim of an architect and his client. And although it is likely that many architects (as well as their clients) prefer this to be the case, this perception is only barely correct in its assessment of environmental design.

Design within the context of the complex factors that comprise our environment is, at best, a compromise: a resolution between conflicting influences and adverse conditions that conspire to challenge anything recognized as being an opportunity. Yet, the extent to which an environmental factor can affect the outcome of a proposed intervention is dependent upon the interest that it can engender in those that feel themselves to be affected (either positively or negatively) by its disturbance.

Therefore, far more than a mere aesthetic assumption, environmental design

requires an acute awareness of the sensitive aspects of the milieu. It is a strategy to coalesce the effects of competing forces and the conceptions of rival factions into a single physical manifestation. It is a process of synthesizing the goals and objectives of diverse special interest groups when the physical framework and/or the social fabric of that which they perceive to be their community is targeted for a change.

Yet, it is the very nature of a community that will often present the greatest challenge to the effectiveness of environmental design. Essentially amorphous - with nebulous boundaries and a chameleon-like definition, a community can spawn an unending contingent of environmental concerns to turn the design process into an eternal quest for resolution. This can be circumvented by establishing specific boundaries in the initial stages of the process, then only the goals and objectives of but a definite constituency is recognized and addressed. With the diversity of the interest groups contained, the stage is set for classic negotiation where a consensus is reached through bargaining.

Successful negotiation depends on the kind of leverage that a party can exert to protect its particular interest. In other words, that party must be able to constrain its opponents from reaching their objectives by either controlling something that the opponent needs or by threatening to undermine something that the opponent already has. A developer, for example, often promises economic benefits, in the form of new employment and tax resources, when it wants to take advantage of a positive investment climate. But - anxious to rectify a past mistake, satisfy a present need, or to pre-empt a potential problem area - that community might demand addition-

al concessions and threaten judicial and/or political reprisal as a counter-measure.

Then there are the times when a community possesses more than mere threats to bargain with. Sometimes they are granted a major role in determining the terms for the sale or lease of a choice piece of property. They can also become a critical factor for negotiation when public financial assistance is involved. When this is the case, the stakes in the negotiation process become much higher, the limit set by that developer's perception of the market that it wishes to capture. Whereas public input on private development usually ends with the determination of a general land use (commercial, residential, industrial, etc.), the increase in leverage that is afforded by these additional bargaining tools can swell that input to include influence on such intricate design/develop-matters as the specifics of the master plan (kind of dwelling units, class of office space, type of industry, etc.) as well as the aesthetic dimensions (massing, building orientations, and facade treatments) of the architectural design.

As the leverage of the public sector increases to become a significant challenge to that of the private developer, the role of a third party becomes ever more critical - that of the masterplan architect. As the master planner, it is he that determines the land use activity configuration for the optimum development of the site, and as the architect he determines the construction documents that will transform that strategy into a three-dimensional reality. He is the designer that determines, according to his skills, the best plans for addressing the functional and aesthetic aims of his client.

Although it is generally acknowledged within the architectural profession that the definition of "The Client" extends beyond the developer to include the public interest as well, the degree to which this precept is taken seriously usually depends on the amount of leverage that the public controls. A community can consist of a myriad of special interests: from housing displacement and traffic congestion, to shadow encroachment and ground-water disturbance. Each represents a potential conflict to the immediate objectives of the developer and, in turn, forces the master-plan architect into the more complex role of a mediator with the responsibility of synthesizing this contention into an agreeable design resolution.

This is what happened in the design development of Copley Place in Boston's Back Bay commercial district. In this instance, a bullish investment climate caught the attention of a well-endowed developer that found himself pitted against an unusually well-endowed public sector. The environmental factors surrounding the site were legion, which gave rise to a multitude of special interests and a melange of stated goals and objectives. Yet, in the end, a final design resolution has been reached - coalescing the diverse conceptions of the developer and the community into a strategy that effectively translates the concerns of both into a single, coherent, physical whole.

Copley Place

When completed, Copley Place will be the largest single private investment in the history of Boston. A mixed-use complex of luxury and convention hotels, exclusive stores and restaurants, Class "A" office space and built-

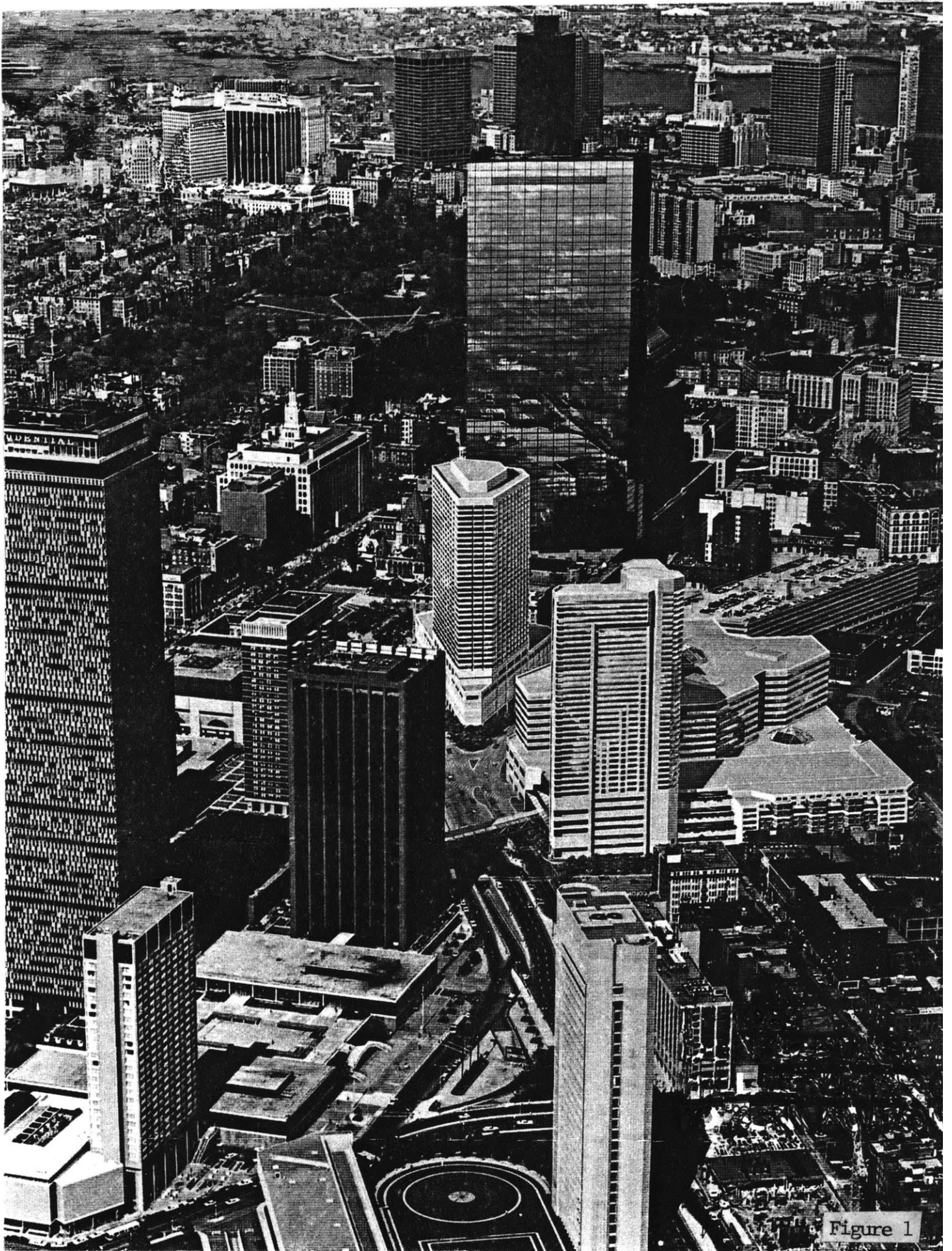


Figure 1

in parking garages, the plan also includes about a hundred units of mixed-income housing, community oriented retail space, and an extensive system of pedestrian walkways and bridges in an attempt to knit this massive structure into the social fabric of its immediate environment. Facade materials and patterns, as well as the scale and the massing, were restrained in an effort to tie it into the physical framework (Fig. 1).

In its pursuit of Copley Place, the developer saw the potential for an excellent investment opportunity; but to the community, the site represented a last chance to correct several environmental blemishes that had been perpetrated by earlier renewal and development efforts. Since private investors are not particularly known for their subscription to altruism, the community regarded the developer's proposal with suspicion. The threat was that the correction of the blemishes would be ignored; the fear was that they would be exacerbated. Therefore, to protect its interests, the community was granted considerable influence in determining the terms for the property lease agreement as well as the conditions for the award of federal, state, and local financial aid concessions.

Caught in this tug-of-war between a well-heeled developer seeking the maximum return on his financial investment and a competitively leveraged community seeking the same kind of return on what it perceived to be a rather substantial environmental investment, the masterplan architects found themselves involved in a kind of design mediation that is unusual for this type of project. Meanwhile, in resolving the conflicts of their public/private client, they were also to be vigilant not to jeopardize the goals and objectives that they wished to attain from Copley Place for themselves.

ENVIRONMENTAL ANALYSIS

Over the years the development of Copley Place had proven to be an anathema to investors interested in Back Bay, Boston. Here was ten acres of prime real estate - vacant, essentially contiguous, and under the jurisdiction of a single landlord (The State Turnpike Authority) - located mid-vertebra along the city's "High Fashion Spine", a linear extension of downtown which had become the address of some of the most exclusive commercial properties in the nation¹ (Figure 2).

Bounded by Dartmouth and Harcourt Streets, Huntington Avenue and the Southwest Corridor, the property sits among the biggest developments in the city. Just west of the site, across Huntington Avenue, is the 5.5 million square foot Prudential Center Complex while the 60-story, two million square foot John Hancock Building abuts Copley Square a block to the east. The Southwest Corridor, a 4.7 mile stretch of abandoned Penn Central right-of-way, is being reclaimed in a \$780 million effort to relocate and improve a portion of the local subway and regional commuter rail system. It is also being reclaimed as part of the more than \$2.7 billion Northeast Corridor Improvement Project that is designed to upgrade the national rail service from Boston to New York and on to Washington, D.C. Back Bay Station, which faces onto Copley Place from across Dartmouth Street, is being re-

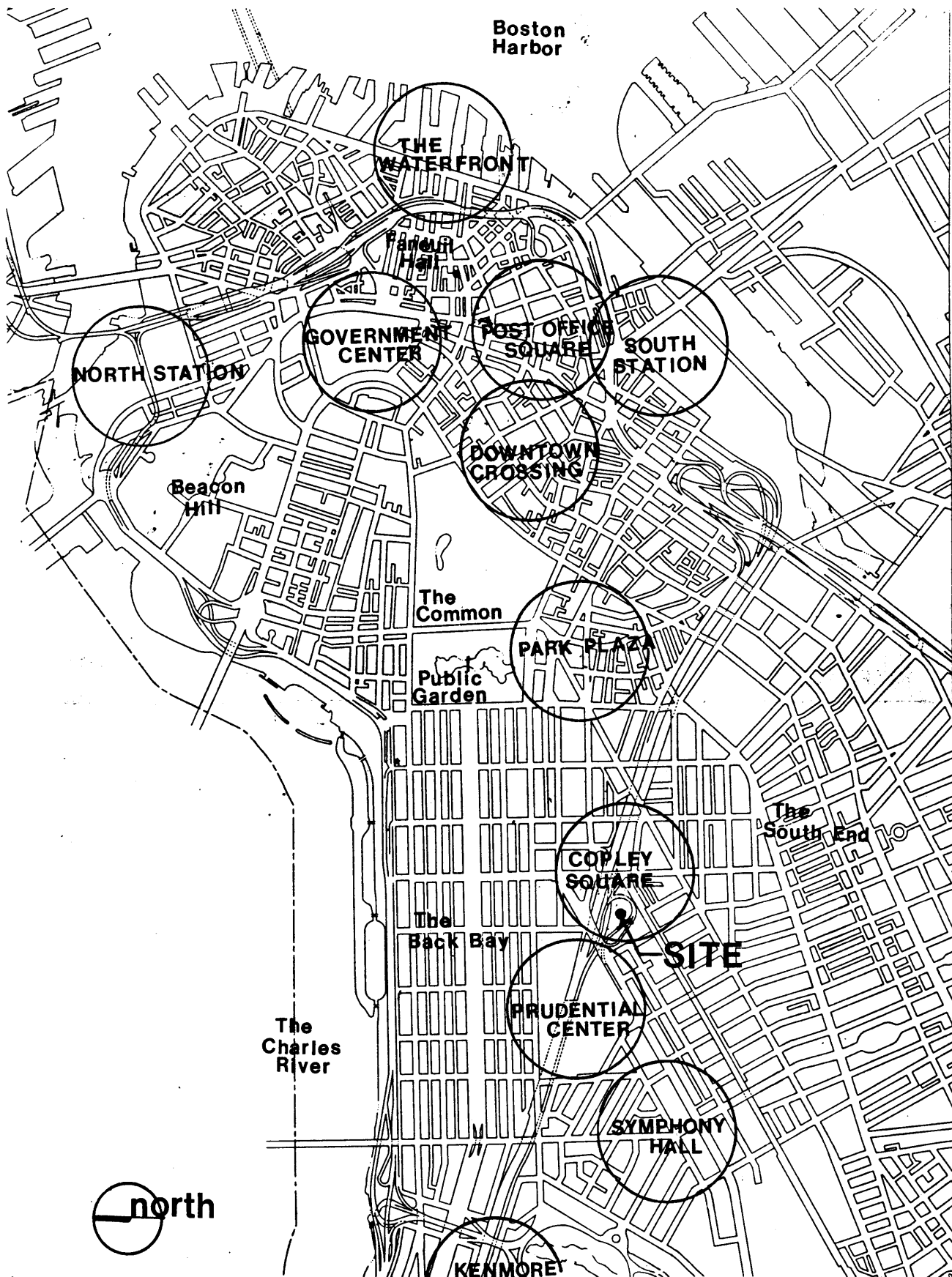


Figure 2

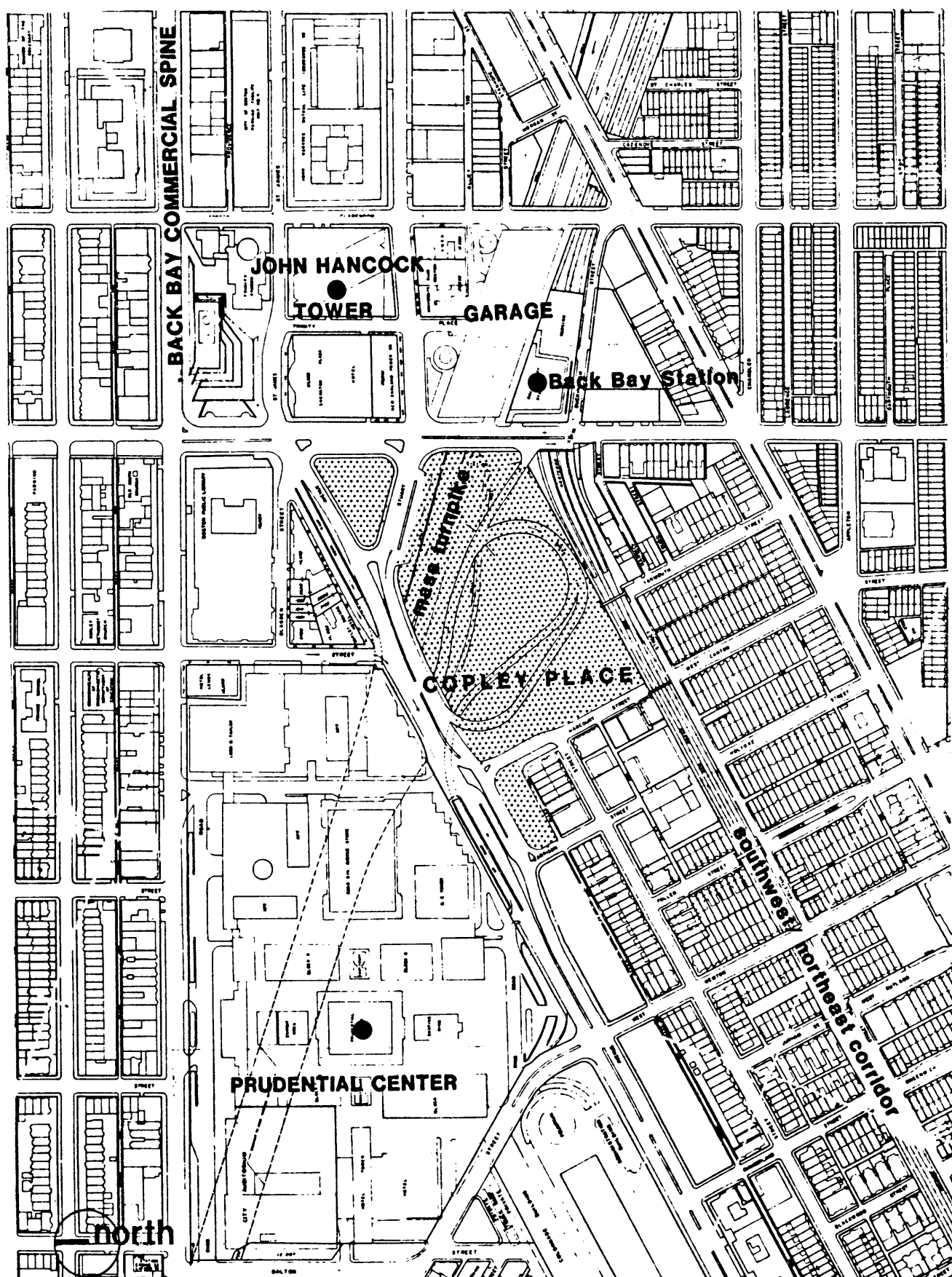


Figure 3

built as a major terminal for both these projects (Figure 3).

Yet, like the Sirens of Greek mythology, whose seductive singing lured sailors to their death on rocky seacoasts, there was a treacherous side to Copley Place which would defeat one development scheme after another. Its northeast corner was severed from the rest of the site by the diagonal trajectory of Stuart Street from Dartmouth Street toward Huntington Avenue, and the rest of the property - except for a $\frac{1}{2}$ acre across Harcourt Street - was mere air-rights above the Massachusetts Turnpike and the Boston and Albany Railroad. When the State Turnpike Authority acquired Copley Place to extend its eight-lane expressway toward downtown, development in the manner of the Prudential Center (which straddles the roadway) was envisioned for the site. But although the engineers were careful to design the Turnpike as a depressed roadbed to facilitate this potential, the gesture was practically defeated when they proceeded to carve up the remaining open space of the property with a morass of exit ramps that sprayed off into three directions. Matters were further complicated by a 42" water main that ran the length of the site east to west (Figure 4).

Thus, site preparation costs imposed an expensive penalty onto the development of Copley Place. In an effort to circumvent these costs, several developers had approached the Turnpike Authority with proposals to develop only the non-air rights northeast corner. But, for the Authority, it was all or none. Those that did attempt the entire site "couldn't get the numbers to work"² Either they were unable to put together a scheme that was financially viable or their proposal was declared unacceptable by either the Authority or the City of Boston, whose own revitalization strategy

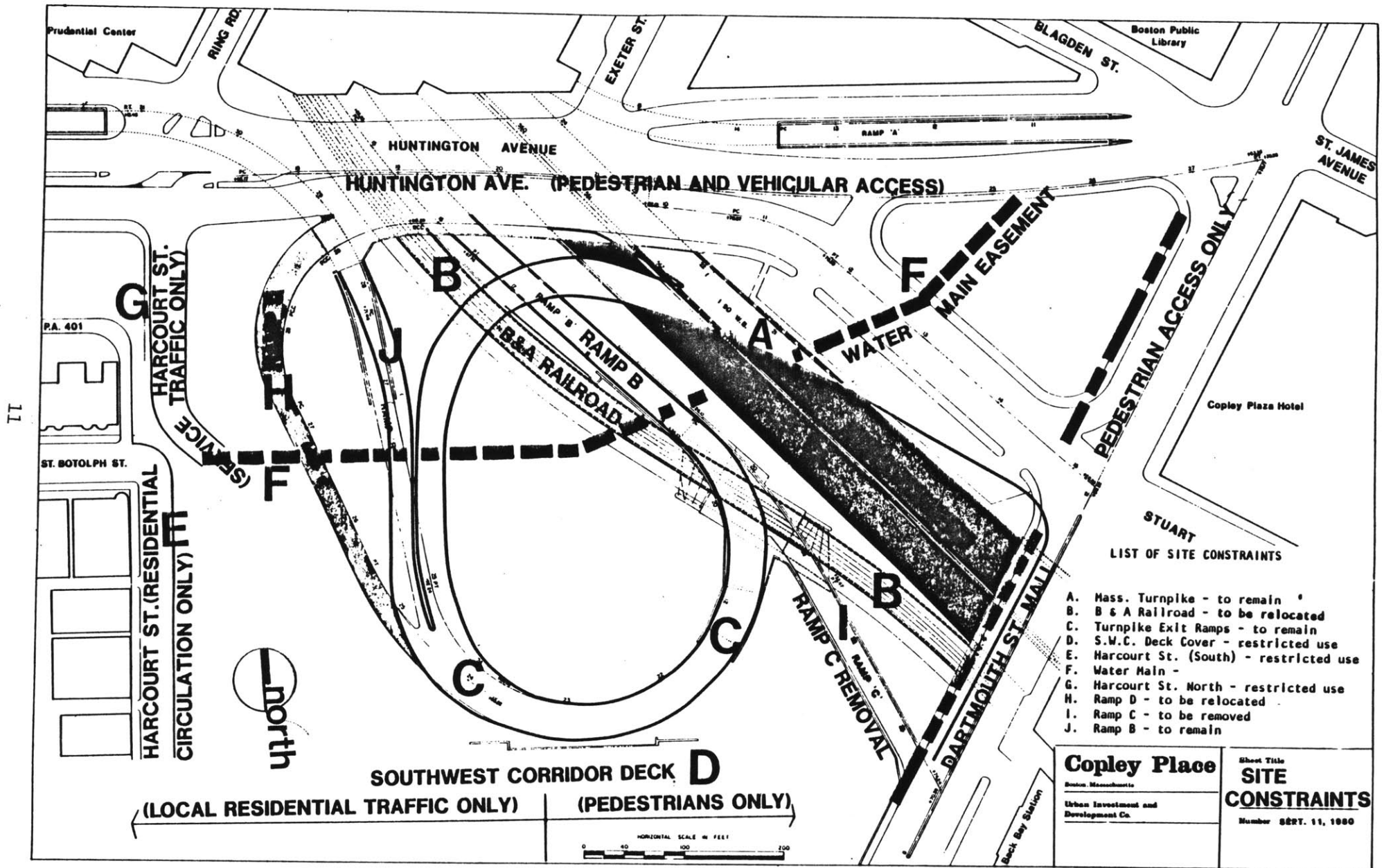


Figure 4

had figured in Copley Place as a key factor.³

Still, Boston, Massachusetts - the focus of New England's highway, rail, and air transportation network - was the trade, financial, and administrative center for more than 12.2 million people; and following three decades of virtually no commercial development, the City's investment climate had become heated when generous development incentives proved effective in rekindling private interest in the central business district. They also became a major - if not the major - attraction that has led to the ultimate development, and design, of Copley Place.

Development Incentives

The willingness of the City to provide public incentives in order to get what it wants from private enterprise is a 300-year old tradition with Boston. In the Eighteenth Century, for example, following years of public discussion, bridges were finally built over the Charles River when citizen John Hancock and 83 stockholders were permitted to build the structures as a profit venture by charging tolls. The landfilling that constitutes nearly 60% of today's downtown area was inspired in the Nineteenth Century by a public offer to cheap fill material and free land for the contractor in exchange for a small "kick back" (in the form of the return of a portion of the newly created property to public ownership) and adherence to certain planning stipulations.⁴

In the 1950's, as one of the city's leading bankers was bluntly stating that no one could buy land in Boston, put up a building and make a profit, Boston was again provoked to work its persuasive powers.

Although it is likely that he was commenting on the dire market conditions of that day, this statement could also have been made in reference to the City's tax structure, which was eroding the economic base by taxing it too heavily. When the textile industries left New England for the South in the years following the Civil War, Boston became highly dependent on property taxes to finance its municipal operations. So much so, in fact, that it began to work against private re-investment in the city. A highly desirable 1953 proposal to reclaim the Boston and Albany Railroad switching yard for the development of a huge commercial/convention/apartment complex, for example, was garroted by what the investors felt was an "extravagant demand" for this form of public retribution. When the development rights were transferred to the Prudential Insurance Company in 1957, their announcement to revive the proposal is what prompted the banker to make his dire prediction. But, as if to openly defy the nay-sayers, site preparation work began almost immediately and, amid formal ceremony, the ground was broken for the Prudential Center.

Before the steel super-structure would rise, however, all the building activity on the Prudential site was halted when the developer decided to delay further construction pending the passage of new urban development legislation that it had inspired to go before the State. The pumps, which were required to run day and night to keep this former marsh area from reverting to its pre-landfill natural state, were disconnected and the site was allowed to flood to protect the completed foundation work from suffering the hazards of the weather. Meanwhile, at the State House, legislative work proceeded to hammer out two of the most significant development incentive packages in the history of the city - the 121A Tax Agreement and the Planned Development

Area - as the concept of cheap fill and free land was revived for a Twentieth Century context.

Land is usually zoned in huge swatches and for only one land-use activity; but under the Planned Development Area designation, a site as small as an acre could gain multiple use, as long as the developer conformed to certain environmental design guidelines that might be requested by the Boston Redevelopment Authority. For doing its part, the developer gains the support of the City in its application to the Board of Appeals for a variance from any constraining zoning restrictions on the property. Meanwhile, under the provisions of the 121A Tax Agreement, the City determines the building's tax payment as a percentage of that building's gross annual income over a fixed number of years. Computing the tax in this manner is advantageous to the developer because the tax rate is fixed and tied directly to the building's occupancy instead of the assessed valuation. Since this tax break is granted only in exchange for design and development input by the BRA, the advantage to the City is that it could now encourage developers to build in areas where they had previously been reluctant to invest, with the type of project that the City believes is necessary to fulfill its own overall development goals.⁵

Federal development incentive programs have also been exploited by Boston. These include the Urban Renewal Program, where the City offers the developer a prime site cleared of tenants and buildings, and, later the Urban Development Action Grant (UDAG) - a direct financial subsidy to the developer that can range into the millions of dollars. In exchange for the benefit of either of these program, however, the developer must, again, submit to the

kind of public scrutiny that yields the City the opportunity to promote its own goals and objectives through that developer's private investment.

It was under the auspices of the Planned Development Area and 121A Tax Agreement that "Prudential Lake", following a 21-month work halt, was finally drained, and construction proceeded on the Prudential Center. Accented by the 52-story, million square foot Prudential Tower, this 32-acre complex also includes a shopping concourse, high-rise office and apartment buildings, a 1000-room hotel, convention facilities, and a 3200-car parking garage that acts as a platform to support the project above the turnpike.

By 1977 Boston was well on its way toward a full economic recovery. Public and private investments in the City approached a billion dollars a year as the focus of a region that was now specializing in the new "High Technology" and service oriented industries was shifting from the suburbs into the heart of the city. Over 18 million square feet of Class "A" office space had been built downtown since 1960 - and new construction still was not keeping pace with the ever-growing demand for this precious commodity. The number of hotel rooms in the City had also become critically deficient, and the retail sales volume in the metropolitan area, which had just increased by 35% during the previous four years, was projected to improve by another 28% by 1980⁶.

In the midst of all this excitement was Copley Place, turning away the advances of one suitor after another. But, now, there was a new developer in town, one that considered the market much too strong and the location of the site much too good to let an opportunity to cash in big on Boston's prosperity succumb to the eccentricities of a poorly design off-ramp.

Footnotes

- 1 "High Fashion Spine" is a play on the term "High Spine" which, according to the 1965/1975 General Plan for the City of Boston, describes the linear growth of the city's downtown. As a regional core for commercial activity, Downtown Boston consists of nine sub-centers of activity (North Station, Government Center, the Waterfront, Downtown Crossing/Post Office Square/South Station, Park Plaza, Copley Square, Prudential Center, Symphony Hall, and Kenmore Square) that are linked via a linear circulation system. The "High Fashion Spine" would be that portion that stretches from, and including, Park Plaza to the Prudential Center.
- 2 Robert Hollister and Tunney Lee, Development Politics: Private Development and the Public Interest (Washington, D.C.: The Council of State Planning Agencies, 1980), p.31.
- 3 Boston Redevelopment Authority, 1967/1975 General Plan for the City of Boston, November 23, 1964, p.127.
- 4 Walter Muir Whithall, Boston: A Topographical History (Cambridge, Mass.: The Belknap Press of Harvard University Press, 1975), p.48-50. To expand the city's land mass in the North Station area of downtown, the Town Council encouraged private developers to fill in Mill Creek by offerring nearby Beacon Hill as the source for readily accessible excavation material. When the landfilling was completed, an eighth of the property was to be returned to the City for public disposal. The planning stipulation was that the street layout was to be designed by Sir Charles Bulfinch (a foremost urban designer of that day) and that accommodations be made for the Baptist churches that had settled along the creek for the convenience of baptizing (p.78-79). Further expansion of the city's land mass was achieved by filling in the marshes of the Back Bay. This was accomplished through the efforts of a tripartite indenture between The Boston and Roxbury Mill Corporation, The Boston Water-Power Company, and the Commonwealth of Massachusetts. The actual fill operation was performed by the two private enterprise units of this partnership. But for this privelege, they had to return a sizable portion of the newly created land to the State - which then sold the property to other private developers to gain a commendable profit from the deal (p.150-155). The planning stipulation was that the circulation and lot layouts follow design guidelines as dictated by the city (p.131).
- 5 Kenneth Halpern, Downtowns USA: Urban Design in Nine American Cities (Whitney Library of Design, 1978) p.184-185.
- 6 Benjamin Thompson, Copley Square Air Rights (Market feasibility and design development study for the Urban Investment and Development Company, September 22, 1977).

THE PRIVATE INTEREST

Urban Investment and Development Company (UIDC) is the real estate development subsidiary of Aetna Life and Casualty Company, "the largest diversified insurance and financial services organization in the country". Based in Chicago, the Company develops, constructs, and manages properties for its own account as well as for joint ventures and partnerships. Urban, the corporate sobriquet, came to Boston with six regional shopping centers in the Chicago area, five self-supporting planned communities in the Denver and Chicago metropolitan areas, and Water Tower Place: a 74-story mixed-use structure that had been recently completed along downtown Chicago's magnificent mile.

Urban is designed and organized to take projects all the way from the nebulous stage of initial inquiry to the concrete stages of construction management and leasing. Four departments comprise its Business Development Division to pursue, identify, and qualify projects before transferring them over to the Projects Production Division to manage the actual development, construction, and leasing: The Planning Department continuously monitors 63 of the nation's metropolitan areas that exceed a half-million in population, ranking them in 96 categories that reflect economic and real estate

market conditions. Once identified, the Corporate Financial Department prepares pro forma financial statements projecting capital costs and net operating cash flows for up to the first ten years of a proposed project's life. If approved, the Design Services Department - with capabilities in architecture, land and site planning, civil engineering, and graphic arts - and the Construction Management Department assist the necessary outside professions (such as planners, architects, engineers, contractors) in taking the project to the point of actual construction!

Although shopping centers accounted for nearly half of the Company's assets, Urban was gaining particular notoriety from its development of mixed-use structures. These are projects that house more than one land-use activity within a single building envelope. Water Tower Place was the model on which others were to be planned and developed². Located adjacent to the derrick-shaped John Hancock Building on fashionable North Michigan Avenue, this three million square foot structure was built upon an underground parking garage and allocates its first seven floors to a vertical shopping center, the next two floors to office space, the following 22 stories to a Ritz Carlton Hotel, and the final 40 stories to luxury condominiums.

Unfortunately, the project began as a shaky investment. Construction started during the recession of the early 1970's. This was also a period of heavy inflation. The price of steel climbed steeply as Urban found itself paying interest on construction loans a percentage point above the prime interest rate (which had skyrocketed to a then unheard of 12%). To further complicate matters, a strike by the concrete drivers further crippled the project, forcing the workers into double shifts to make up for lost time when a set-

tlement was finally reached.³

Upon completion the hard cost of Water Tower Place stood at \$125 million, exceeding its original projected cost by 25%. Furthermore, serious real estate setbacks suffered elsewhere forced one of the development partners, a Boston firm that was to manage the hotel operation, out of the deal, leaving Urban to take over the management of the facility despite its lack of lodging experience. Meanwhile, the continued recession was pushing the condominium sales a year behind schedule.⁴

Still, the shopping center was an immediate success, averaging \$200 per square foot in sales with recent increases suggesting a \$300 per square foot sales volume by 1980. The office component showed similar promise. Later as the nation experienced economic recovery, Water Tower Place's condo market returned with a vengeance to allow price increases of \$80,000 on the most expensive units, which continued to sell briskly at well over \$300,000 a piece. The hotel had begun averaging a commendable 70% occupancy with daily rates ranging from \$66 for the least expensive room to \$750 for the most expensive suite.⁵ As an investment, Water Tower Place was paying off and Urban was ready to do it again.

From Chicago to Boston

When Cabot, Cabot & Forbes relinquished its interest in the hotel portion of Water Tower Place, their field representative, Kenneth Himmel, was subsequently hired by co-developer Urban to continue supervising the planning and development of that facility and was eventually elevated to the level of a corporate vice president. In 1976, Himmel was enlisted by a former

Vice President of Cabot, Cabot & Forbes, K. Dunn Gifford, to join him and Faneuil Hall Marketplace architect, Ben Thompson, in the formation of Great Bay Company, Inc., a firm committed to the development of Copley Place by acting as the local agent of a joint venture that would include Urban and Western International Hotels (Westin) as co-developers and the major investors⁶

Their plan was ambitious: To develop Copley Place as a large-scale, mixed-use project that would encompass the entire site. Buttressed by the impressive track record of Urban and the financial backing of its parent company, Aetna (which was reporting earnings of \$7 billion and consolidated assets of \$18.2 billion), and assured of a major tenant for the development by Westin, Great Bay won the confidence and support of the State, and, in an unusual move, was immediately designated the site's developer. Yet, securing of the property lease was still dependent upon their ability to submit a satisfactory statement of environmental impacts, and in another unusual move, it was agreed that this statement would be produced through a process where the prediction and measurement of these impacts would occur concurrently with the master planning and design development of the project?⁷

The designation or acceptance of a developer with the stipulation that his work be continuously monitored by public scrutiny is an innovative method of urban redevelopment known as "Front End Assessment". This was the State's reaction to a debacle that had recently occurred when the traditional approach to impact assessment turned a similar proposal to develop nearby Park Plaza into a nightmare for nearly everyone involved. In that instance, the BRA formulated a set of development guidelines, then published a developer's

kit and sponsored a competition. Following its selection the chosen developer produced a detailed set of plans for the Environmental Impact Review (EIR). The Review did not go well. Public reaction to the plans was negative. Criticism was so intense that it delayed the State's approval of the project for three years. The developers then spent another two years completing a supplementary EIR. But public antagonism remained, and after a financial commitment estimated to be in the millions of dollars, the developer withdrew his interest in the site. By identifying and addressing public environmental concerns for Copley Place at the beginning of the development planning process (instead of near the end), it was hoped that a more acceptable design would result, thus drastically reducing the complexity of the State's approval responsibility as well as the financial risk to the developer.

The Agreement

In April 1977, a Memorandum of Understanding was signed by the State Turnpike Authority and Great Bay/UIDC, which granted the developers a six-month option on the site. During this time they were to negotiate the set of development guidelines for the project with a Citizens' Review Committee (CRC) acting as advisory to the Office of State Planning. This was to ensure that the views and values of the public be integrated into both the design and environmental studies of the project. It was also being foreseen that at the end of this time option, everyone would have a shared understanding of the constraints as well as the opportunities at Copley Place and that a proper decision could then be made by the developer and the State as to whether it would make sense to proceed into a further option.

In return for this concession, the State promised not to enter into negotia-

tion to sell or lease Copley Place to any other party so long as this option was in effect. But the time frame was tight: The advisory committee was to be selected the following month, their final guidelines negotiated and completed by that September. If the developer desired to proceed, he was then to be given nine months to finalize his plans along the recommendations of the guidelines, at which point the CRC would then reconvene to evaluate the sincerity of his effort to conform to their requests and to negotiate further refinements to his plans. Based upon the outcome of this process, the CRC would finally recommend whether the Turnpike Authority should grant Great Bay the lease on Copley Place (Appendix A).

Footnotes

- 1 Urban Investment and Development Company, Annual Report 1970.
- 2 Teri F. Weidner (Manager of Communications for UIDC's Copley Place Development), Private Interview, April 13, 1981.
- 3 Gary Washburn (Real Estate Editor), "Water Tower Place - Gem Sparkles More Brightly", The Chicago Tribune, November 12, 1978.
- 4 Ibid.
- 5 Ibid.
- 6 Weidner, op. cit.
Westin had approached the State two years earlier with a proposal to build on the non-air rights northeast triangle but failed to gain necessary support for their plan.
Robert Hollister and Tunney Lee, Development Politics: Private Development and the Public Interest (Washington, D.C.: The Council of State Planning Agencies, 1980, p.30.
- 7 Hollister and Lee, op. cit., p.16

THE PUBLIC INTEREST

As Great Bay/UIDC began its development studies, The State initiated its own aspect of the planning process by designating a consultant to staff and organize the CRC. Professor Tunney Lee of MIT's Department of Urban Studies and Planning was hired to fulfill this responsibility and act as moderator in the discussions between the developer and community interests.

The definition of the community was somewhat comprehensive in this stage, as the Citizens' Review Committee was composed of representatives of State, City, as well as local neighborhood interests and advocacy groups. The municipal government, for example, was represented by the BRA and Mayor's office, while participants from the State Government included the Turnpike Authority and the Development Cabinet, which, along with the Office of State Planning, included the Offices of Transportation, Environmental Affairs, Economic Affairs, and Community and Development. The Back Bay Businessmen's Association was also represented, as well as the Massachusetts Historical Commission. In all, there were twenty-five different community groups and public agencies actively involved in this process. In addition, the negotiations were staged as an open public forum so that other parties and individuals could also express their concerns as well as contribute their input.¹

Three factors combined to give the CRC leverage in their negotiations with the developer: (1) Boston's investment climate, (2) the local and state political climate, and (3) the recent public protests that had proven to be an Achilles heel to both. The first factor engendered a tenacity to build, and, as the advisor to the landlord, the CRC had a very good development site to bargain with. Back Bay is to Boston what North Michigan Avenue is to Chicago, and Copley Place was 10 acres of vacant land in the heart of Back Bay. This was Boston's fashion center. More than a hundred exclusive boutiques and three high-fashion department stores were within a five minute walk of the property. The retail arcade at the Prudential Center was anchored by Lord & Taylor and Saks Fifth Avenue. Bonwit Teller and Brooks Brothers were just a couple of blocks away.

In history, the Copley Place site functioned as the boundary between the aristocratic neighborhood of Back Bay and the no longer aristocratic South End (contributing the proverbial railroad tracks that each was to stay on their respective side of); and although both neighborhoods experienced decline during the City's extended depression period, both were now re-emerging as fashionable places to live. The site's proximity to the 5200-seat Civic auditorium (which had plans for expansion), further enhanced the desirability of the site while new mass transit improvements promised to bring Logan Airport to within a fifteen minute ride on the subway.

At the same time, political leverage was gained by the support and backing that the CRC was receiving from the Office of State Planning. The Office of State Planning, in turn, activated its own leverage by taking advantage of their ability to obtain federal grants for the developer, their authority

to determine the building permit requirements, and the Governor's power to appoint members of public office. This last piece of leverage was mainly used to keep the public agencies in line to prevent any invitation to the developer to play one governmental actor off against another.²

Park Plaza had singed more than a few political careers, and the newest state administration was anxious to dissolve the anti-development image that it had inherited from the last. The three-year delay in granting the approval for that project prompted a march by 50,000 construction workers and their supporters on the State House just two years earlier, thus making the construction unions a hidden yet influential force in the decisions about Copley Place.³ But, as if to counter any over-compensation, ill-fated Park Plaza also reminded the State of the effectiveness of community protest in the prevention of an unwanted development.

In the late 1960's the BRA was prevented from selling a parcel of land in the South End for luxury housing when protestors built a squatter village of make-shift tents on the site to halt what they considered to be unilateral gentrification of the neighborhood and demanded the construction of low-income housing, instead, to replace that which the Authority had razed. As of 1977, that site, located adjacent to Copley Place at its southern border, was still undeveloped. Another protest movement prevented the in-town extension of Interstate 95 from Route 128 when citizens became alarmed at the massive clearance that was destroying their neighborhoods. That path, which forms the southern boundary of Copley Place, was now being utilized for Mass Transit improvements.

Both the Tent City Coalition and the Southwest Corridor Coalition were well represented on the CRC, and, along with the other groups, associations, and concerns of that body, presented a formidable threat to the ultimate development of Copley Place.

Yet, as in the case of Park Plaza, the issue among the citizens was not whether or not there should be site development (only an extreme minority preferred that Copley Place remain a grassy hole), but, rather, the form and function that the development should be allowed to manifest itself. The prospect of losing Copley Place, just as Park Plaza was ultimately lost, posed as a threat in the minds of the citizens just as it did in that of the developer. This is where the State found its leverage to prevent the planning/negotiation process from becoming an endless exercise.

A boundary was set: Time. If the CRC failed to fulfill its commitment to establish a definite set of guidelines within the agreed upon span of time, the decisions concerning the development of Copley Place were to be returned to the State, and the traditional method of developer selection, and environmental impact evaluation, would be imposed. For the citizens, this represented a choice between having a significant say in the development of Copley Place versus having next to no say at all. Looking over at the still empty site that was to be Park Plaza, it also meant the difference between having some development, some jobs, some taxes, and some local improvements versus having nothing⁴.

Once convened, the early sessions of the CRC were primarily educational, with representatives of various agencies as well as Gifford and Lee, him-

self, lecturing the group on such issues as local physical and social realities, legal requirements, and the facts of life facing the developers. They were also provided with technical assistance to ascertain transportation issues, regulatory controls and the lease process, planning issues, and the economics of real estate development. Then, with little more to go on than a sense of the scale and mixture of the land use being proposed by the developers, the CRC tried to anticipate the impacts of the major features of the plan and formulated its initial set of development guidelines. At the end of June, these guidelines were presented to the developers to begin the summer-long session of negotiations that was to end with the presentation of their final recommendations for development guidelines to the Turnpike Authority.⁵

Footnotes

- 1 "Lee's basic approach was to 'bring everyone in the Citizen's Review Committee up to the same level of understanding of the issues involved', and to make community concerns as explicit as possible as soon as possible. While recognizing that participants would retain differences of opinions and of goals, he nevertheless felt that a substantial increase in the body of shared knowledge about the project would reduce areas of disagreement. Equally important, it would provide a more solid basis for negotiation".
Robert Hollister and Tunney Lee, Development Politics: Private Development and the Public Interest (Washington, D.C.: The Council of State Planning Agencies, 1980), p.23 and 34-35.
- 2 Ibid., p.19-20
- 3 Ibid., p.31
- 4 Conversation with Tunney Lee, June 20, 1982.
- 5 Hollister and Lee, Op. Cit., p.35

DESIGN GENERATION:

Initial Schemes

The design development studies for Copley Place took the form of an iterative planning process within the development team before proceeding into the negotiations with the community that summer. This was a time spent ascertaining the general feasibility of the project.

Between Great Bay and Urban, the focus of attention was the basic design issues of land-use, massing, and the proposed inter-relationship of the project's major components. As the master planner, Thompson would devise a development concept and present it to Urban. As the prime investor, Urban would then examine the concept, discern its approximate cost and marketability, then return the plans to Thompson with a statement of their concerns. The plans were then modified to address these concerns. Thus, the cycle of presentation -response-modification would continue until a consensus was finally reached!

The program for devising the concept for development was vague: retail as the central activity augmented by the Western International Hotel, office space, and a parking garage. The amount of retail space and its style of merchandising, the type of hotel and its number of rooms, the size and con-

figuration of the office space, and the capacity of the parking garage were all to be determined through this "trial and error" method of planning. Yet, this is not to imply that the design development of Copley Place began on an immaculately clean slate.

As stated elsewhere, Urban had something like their Water Tower Place project in mind. At less than two years old, Downtown's Chicago's newest shopping center had already begun to exceed the economic expectations of its owners,² setting a precedent for what they wanted to see happen in the Back Bay. Still, the open-endedness of the development program at this stage afforded Thompson an opportunity to incorporate many of his own ideas into the plans that he formulated for the project. Thompson was the master plan architect for Downtown Boston's newest shopping center - Faneuil Hall Marketplace, which was the culmination of a ten-year struggle that had been waged to preserve and properly restore the structures that house the restaurants and shops that make up this facility. Thus, he had every right to be confident in his vision for Copley Place, also.

Faneuil Hall Marketplace and Water Tower Place had both become widely regarded as significant landmarks in downtown revitalization. Still, they represent divergent approaches to commercial development. As the progeny of these ap riori conceptions, the early plans for Copley Place graphically illustrate the difficulty that was encountered in trying to merge the two.

The Faneuil Hall Marketplace

Faneuil Hall Marketplace consists of three 535-foot long buildings that were built in 1824 as extensions of Faneuil Hall, Boston's first public

market. The central structure, Alexander Parris' vigorous Greek Revival Quincy Market, served as a public market and meeting hall. The two ancillary structures, called North and South Market buildings, were independent rows of attached commercial offices and warehouses. The market's prosperity faded after the turn of the century and its site, in the 1960's, would have been cleared had not a contingent of historic and urban conservation concerns won the support of the City for the proposal to revitalize the marketplace as a complete food and restaurant complex augmented by shops, kiosks, and mobile vendors³

As the founder of Design Research, a trendy boutique selling housewares and fabrics made famous by its imaginative display of merchandise, Thompson had already shown a penchant and skill for bringing together different kinds of goods in a marketplace setting. However, Faneuil Hall Marketplace was seen to be more than just another interaction between people and goods. Here, he saw a urban issue that involved social dynamics, as well. There had to be a sensitivity for the interaction between the place and its environment. Following Thompson's idea of environmental design, Faneuil Hall Marketplace (while designed to be an exciting entity in and of itself) was thus planned to become a vital link in the pedestrian system that already permeated Downtown. Its role: To tie the massive plaza of the City Hall to the activities that were being generated by the redevelopment that was occurring along the waterfront⁴

Still, the issue of merchandising remained critical, especially when it came to convincing lenders for financial support. The 1960's was an era of massive suburbanization and record failure in the downtown of most US cities.

In addition to the fear and uncertainty that this provoked in the concept of retailing in urban areas, Thompson's development scheme for the Marketplace was also unconventional, thus raising a few eyebrows on its own. Shopping centers are usually anchored by at least two major tenants that act as magnets to attract customers as well as additional stores. This minimizes the banker's risk in the project. But the Marketplace was to have no such arrangement. Here, a conglomeration of small establishments were to be strategically selected and placed within the project so that the Market, as a whole, would become the attraction. Thompson also figured that since each tenant was to lease such a small selling area, the sales per square foot would then optimize the rent per square foot that each of these tenants could afford to pay.⁵

Needless to say, this scheme and these calculations called for a kind of imagination that few developers, and even fewer bankers, were willing to risk. This, however, did not deter Thompson from wanting to direct the development of the Marketplace according to the design and merchandising principles that he believed would insure its success. The first developer that he associated with in this venture failed to secure the necessary backing from the financial community, which only served to further convince those that he subsequently approached with the proposal that his ideas were infeasible.⁶

Finally, in the spring of 1972, one of Thompson's developer contacts directed him to see James Rouse, Chairman of the Board of the Rouse Company - one of the nation's leading real estate and mortgage banking firms.

Although the Company's primary focus at the time was on suburban shopping malls and new communities, Mr. Rouse was beginning to express a personal belief that the future held great opportunities for downtown development. He accepted Thompson's offer.⁷

It took nearly six months of intense effort for Thompson and Rouse to get the BRA to designate The Rouse Company as the developer for Faneuil Hall Marketplace. Even then, the development proposal had to be compromised, somewhat, to include a major tenant (a 10,000 square foot creperie restaurant) in order to secure the development loan. Yet, this represented only a slight transgression to Thompson's original scheme, and in its completed form, The Marketplace embodied much of the precepts that he had fought so long and hard to protect.⁸

According to the rules of modern shopping center development, Faneuil Hall Marketplace was not supposed to work. The scale is small and tight. Pedestrian circulation areas are narrow and become choked to the point of impeding movement. Seating is inadequate, forcing patrons to vie for seating on anything from ledges and planters to trash recepticals. One can barely move through the shops without knocking against the merchandise. The office spaces are similarly cramped. Vehicular accessibility is confusing, parking is scarce, and there is only bare separation between service and visitor traffic. There are no department stores. There is no modern air-conditioning. The outdoors of the project was given as much design and planning priority as the indoors to merge the project into its local environment.

Yet, Faneuil Hall Marketplace did work. Over 12 million people were visiting

its more than 150 shops each year, making it the largest tourist attraction in the nation. Merchants were reporting monthly sales of \$400. per square foot, while The Rouse Company, which charges its tenants a rent based upon a certain percentage of their sales, was getting a return on its investment at a rate of 200% that which was normally received on retail space in one of their typical suburban centers.⁹

The Water Tower Place

If Faneuil Hall Marketplace had tamed conflict and confusion into an attraction, Water Tower Place had them exterminated altogether. As another leading building of suburban shopping centers and new communities, Urban developed this North Michigan Avenue showpiece following all the rules.

The 816,000 square foot Atrium Mall forms the massive base for the Water Tower Complex. More than 150 stores are embedded within this seven-story facility, including two major department stores that act as anchors. The shopping environment is totally enclosed and climate controlled. The urban environment in which it is situated has been, for the most part, ignored.

A "cascading garden" - two floors worth of escalators, plants, and fountains - draw people in from the street level to the main floor of the "Grand Atrium" where their attention is then grabbed by a shiny glass elevator shaft that slickly rises through the full height of the interior court. A large built-in garage provides adequate parking below this structure.

The Atrium Mall at Water Tower Place proved to be a success, prompting its developers to immediately start looking for another such opportunity, but

in terms of urban planning, the development, as a whole, was generating critics. It was being described as being too big for its particular location. The huge base pressed up against the lot lines on all four sides, and this mass, plus the tower, added up to more floor area than the 100-story John Hancock Building in the next block. In a 1967 beautification study for Chicago's "Magnificent Mile", landscape architect, Lawrence Halprin, had cautioned that a wave of new tall buildings "...will completely destroy what remains of the humane scale of the street". Buildings like the John Hancock "should not be allowed to appear continuously along the street" but should instead be "regarded as landmarks"¹⁰ It was also being criticized as being "too commercial, not really a suitable resident of the City's elegant Michigan Avenue"¹¹ On the other hand, Water Tower Place proved to have a positive effect on the commercial activity reported by the shops along that Avenue.¹² It was also receiving praise as a "lively new experiment in retailing; an exciting kind of skilled and thoughtful architectural intervention into a tough and competitive business"¹³ As a precedent for Copley Place, this last statement likely describes what Urban had in mind for the Back Bay.

The Place at Copley

The initial development schemes for Copley Place reflect many of the precepts that influenced the design development of the Faneuil Hall Marketplace (Figure 5-11). An elaborate system of walkways and courtyards, for example, illustrate an emphasis on pedestrian connections that go beyond tying together the components of the development program to tie the site to the neighborhoods, commercial centers, and other activity nodes nearby. Although large buildings were included as part of the plans, the impact of

Figure 5 - SCHEME #001

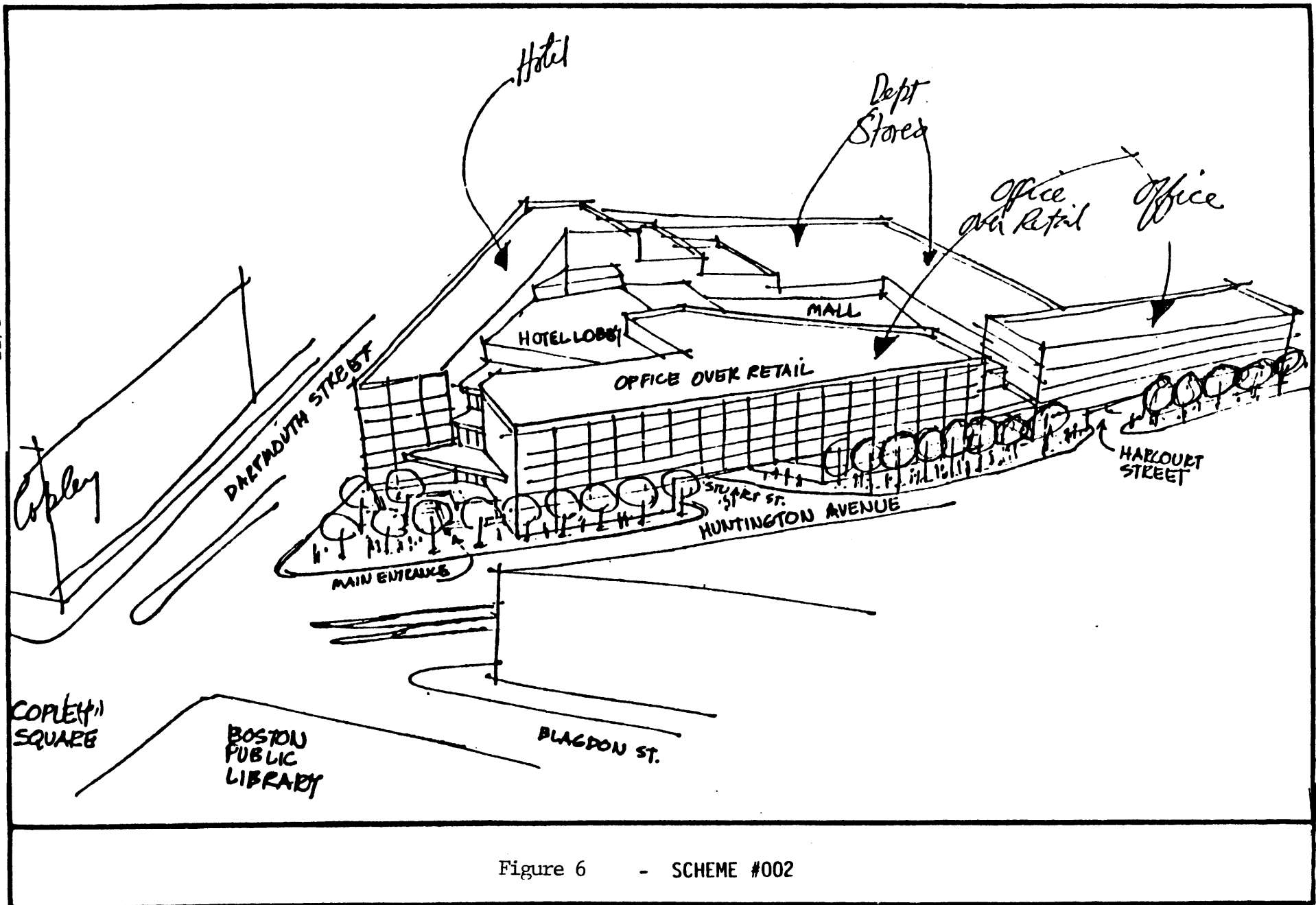


Figure 6 - SCHEME #002

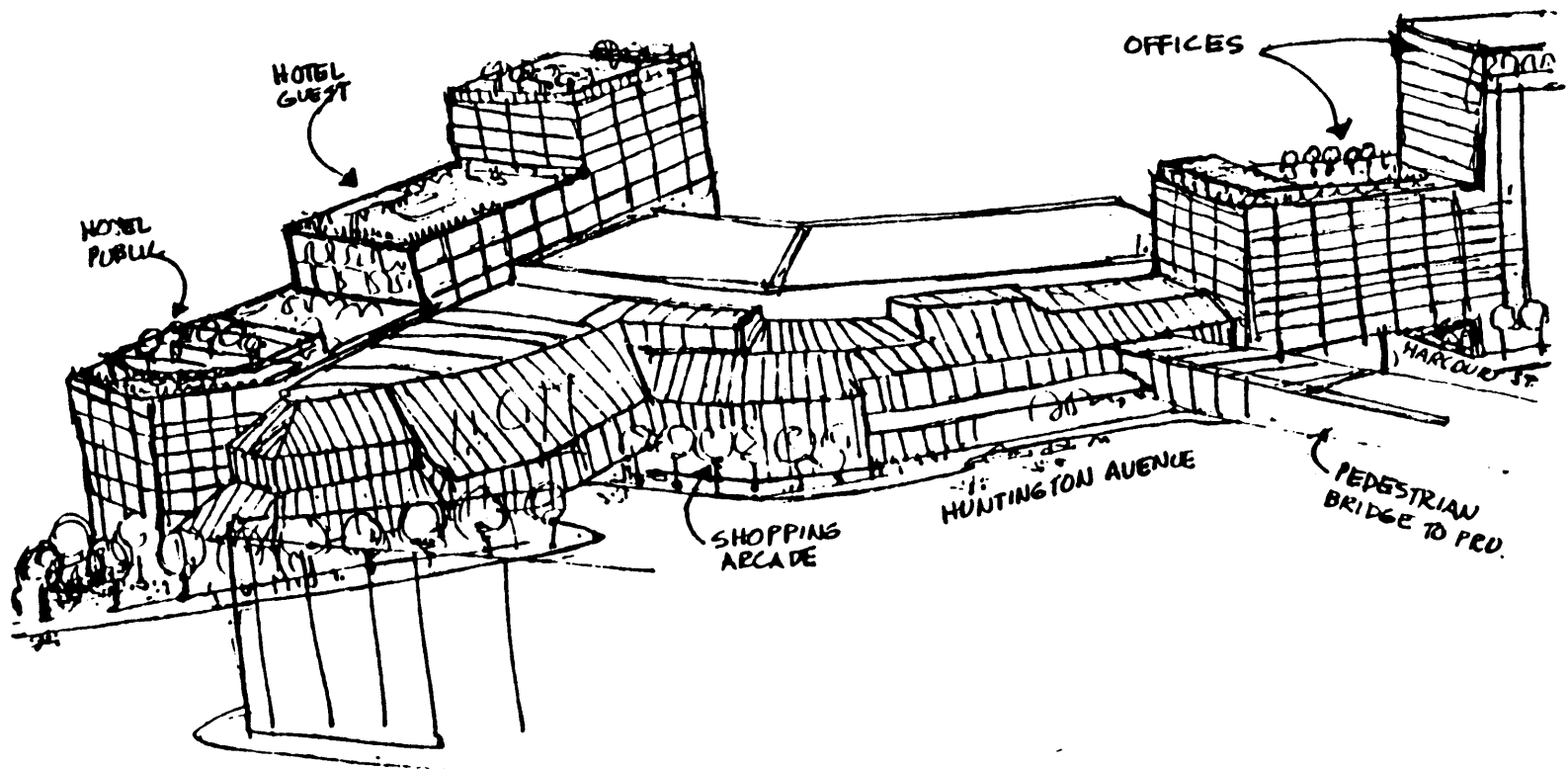


Figure 7 - SCHEME #003

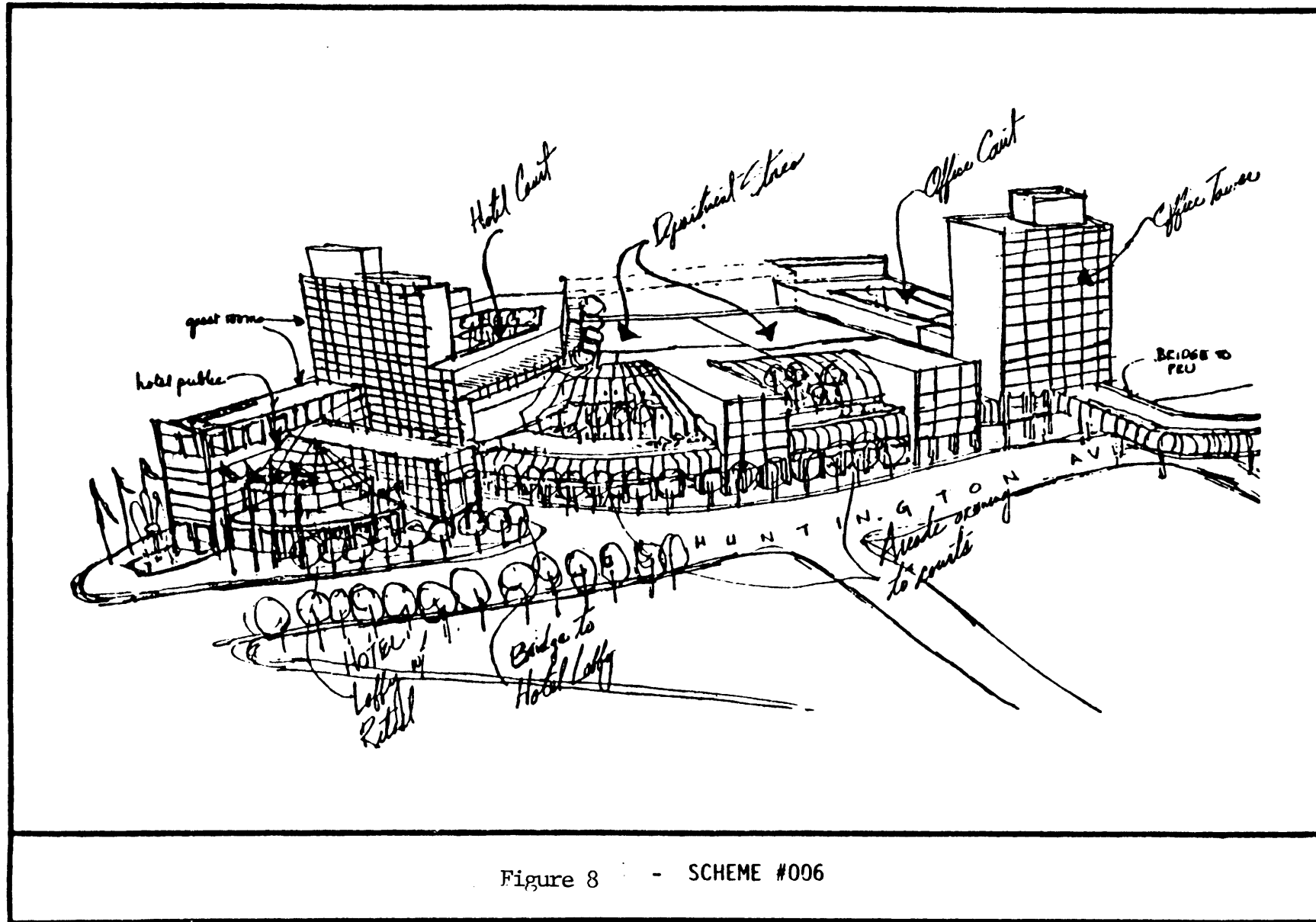


Figure 8 - SCHEME #006

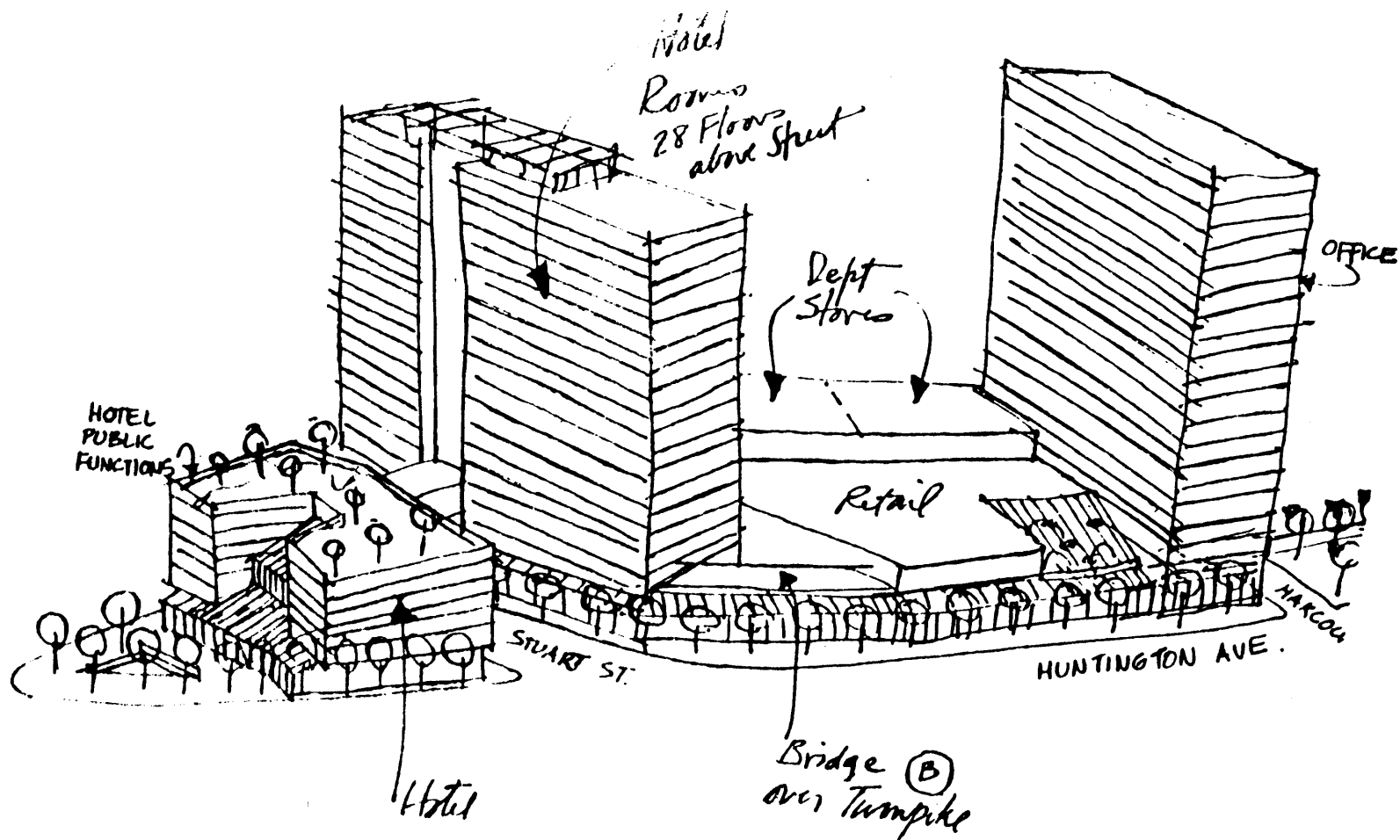


Figure 9 - SCHEME #007

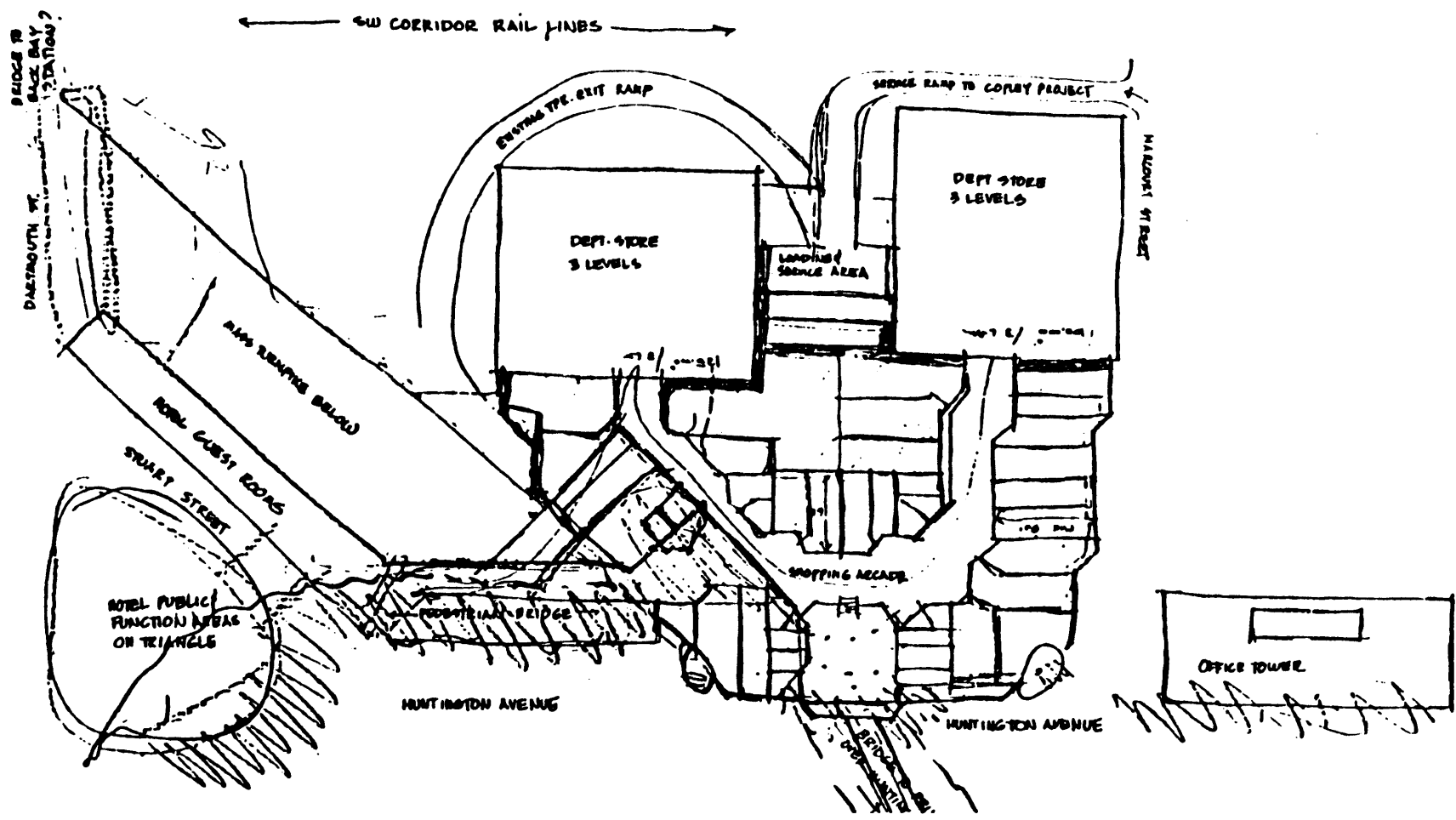


Figure 10 - SCHEME #101

their size was to be minimized by stepping them away from the most sensitive edges of the site (the South End neighborhood and Copley Square).

In these schemes, Copley Place was proposed to be developed as a retail center anchored at Harcourt Street by an office tower and on the northeast triangle by the Westin Hotel. The retail core was to be built atop a parking garage that spanned the Turnpike, railroad, and water main in the same air-rights manner of the Prudential Center. In addition, portions of the office building were to span Harcourt Street; parts of the hotel, Stuart Street. Areas for two department stores were designated along the southern boundary of the project.

Urban's reaction to this proposal was not positive. They requested that the program be expanded to absorb the costs necessitated by bridging over the site obstructions. Revisions were also requested to bring the scheme further in line with modern shopping center standards:

1. The department store layout and arrangement were inadequate, providing stores of insufficient size and street frontage;
2. The plans were too disjointed or not satisfactorily integrated among the program parts (i.e., hotel, office, retail parking);
3. The hotel and retail mall plans provided insufficient or dysfunctional access for vehicles;
4. The parking was inadequate and inefficient;
5. A number of plans contained an office building, which had a configuration of being too narrow and, in the developer's opinion, difficult to market;
6. There were conflicts between the plans for retail and hotel truck

service, and;

7. There was an over emphasis on outdoor pedestrian circulation, inconsistent with contemporary design standards required by major retailers!¹⁴

Urban also identified technical problems with the initial schemes which included conflicts between the site entrances and access points with the Turnpike ramps, and insufficient clearances provided over the ramps as well as for the pedestrian walkways.

The plans were revised along these concerns as Great Bay, representing the development team, prepared to begin its negotiations with the CRC. It was also at this time that Urban realized that public financial support would be required to help cover the hard costs of site preparation and special engineering that came along with building over an active turnpike and railroad bed. Traffic could not be disrupted during the construction, and the developer was to be held responsible for any loss in revenue from toll collection that could be attributed to his project.¹⁵

Since the State owned Copley Place, Boston city zoning laws did not apply to this site. Land use was to meet the approval of the CRC. Since Urban's request for a UDAG grant and/or a 121A Tax Agreement was to result in additional public scrutiny (note that these applications had to be made through, and approved by, the City), the stage was set for a lively round of bargaining.

Footnotes

- 1 Teri F. Weidner (Manager of Communications for UIDC's Copley Place Development), Private Interview, April 13, 1981.

- 2 Gary Washburn (Real Estate Editor), "Water Tower Place - Gem Sparkles More Brightly", The Chicago Tribune, November 12, 1978.
- 3 Boston Redevelopment Authority, 1965/1975 General Plan for the City of Boston, November 23, 1964, p.135.
Mildred F. Schmertz, "Faneuil Hall Marketplace", Architectural Record, December 1977, p.116-127.
- 4 Jane McC. Thompson, "Boston's Faneuil Hall", Urban Design International, November/December 1979.
- 5 Schmertz, op. cit.
- 6 Ibid.
- 7 Ibid.
- 8 Ibid.
- 9 Ibid.
- 10 Kenneth Halpern, Downtown, USA: Urban Design in Nine American Cities (New York: Whitney Library of Design, 1978), p.81.
- 11 Architectural Record, April 1976, p.136-140.
- 12 Architectural Record, October 1977, p.99-103.
- 13 Ibid.
- 14 Urban Investment and Development Co., Copley Place - Project Information: Final Design (October 2, 1980), p.6.
- 15 Ibid.
Kenneth Himmel, M.I.T. Lecture, April 1980.
Amended and Restated Lease, Massachusetts Turnpike Authority to Urban Investment and Development Co., of Copley Place. Boston, Massachusetts.

DESIGN GENERATION: Negotiations

Negotiations between the developer and the community began in late June 1977 with Great Bay presenting its preliminary sketches and the Citizens Review Committee presenting a preliminary set of guidelines for what they perceived to be an ideal development package for Copley Place. This inaugurated the summer-long series of workshops that was to lead to the CRC's presentation of final recommendations for development guidelines to the State in the fall.

Between the developers and the community, the focus of attention was expanded significantly beyond that which was shared within the developer team proper as private citizens related their anxiety and concerns over such complex issues as neighborhood de-stabilization, local employment, traffic generation, pedestrian access, and effects on existing commercial activity as well as land use, massing, and the inter-relationship of the project's major components.

The project had remained essentially low rise with the towers relegated to Huntington Avenue, away from the sensitive edges of the site. Strong pedestrian links to Copley Square and the Prudential Center also remained; although such connections to the adjacent neighborhoods were no longer provided. The department stores were given more prominent roles in the merchandising scheme, and the mall areas were enclosed for climate control.

There was also a decision to delete Parcel "C" from the development program.

As a vacant site, and a gaping hole, Copley Place allowed for the natural ventilation of the Turnpike and railroad tunnels that burrow beneath the Prudential Center, to the west, and the John Hancock garage structure, to the east. Since complete site development coverage would effectively plug this hole up and necessitate the reinstatement of the ventilation system by mechanical means - which would become the responsibility of the developer and thus further increase the hard cost of the project, Parcel "C" was eliminated from the development program so that a natural system for fume exhaust could remain.¹

The CRC opposed this decision believing that the hole would be functionally and aesthetically unacceptable for such a comprehensive development. Insisting on full site coverage to "functionally integrate pedestrian movements from the South End and Back Bay Station to Copley Square and the Prudential Center and to provide visual and functional continuity along Dartmouth Street", the development of Parcel "C" became one of their primary recommendations for the final guidelines.²

Another issue of contention, and that which proved to be the highlight of the summer, was the CRC demand that the land-use scheme for Copley Place be expanded to include a housing element. Residents of the adjacent neighborhoods were concerned about gentrification- the eviction of low income families in favor of those that can afford higher rents and mortgages. To address these concerns, the CRC proposed that the developer provide housing to accommodate the influx of newcomers that was expected to be generated by

his development. Although they strongly recommended housing as part of the actual Copley Place complex, they also agreed to make the developer accept at least part of the responsibility for the development of mixed-income housing at Tent City. This was seen as a gesture that would further alleviate the impact of Copley Place on the housing situation of the neighborhoods.

K. Dunn Gifford resisted the recommendations for housing by arguing that it was neither possible nor desirable to include it within the development package. At Water Tower Place, housing had become a cause for concern when the market failed to materialize as anticipated. Although the units were now beginning to move, apparently the pace was still slow enough to convince the developers that they did not wish to repeat this mistake at Copley Place. It is also true that compared to commercial floor area, housing produces relatively little in the rate of return on investment. Gifford also felt that it was inappropriate to involve the development of Tent City with the development of Copley Place. After all, these were two different sites under the control of two different landlords.³ Still, the recommendation for housing and references to the development of Tent City remained as final development guidelines for Copley Place.

A third major recommendation suggested that the developers re-examine their plans for vehicular access and that they provide a more attractive pedestrian walkway system into and around the project.

In September 1977, as the CRC presented its Final Recommendations to the State, the developers unveiled their proposal for Copley Place as a con-

ceptual design program based upon the "amalgamated thinking of UIDC and its consultants with consideration to the Preliminary CRC Guidelines" (Figure 12-17). The plan included:

1. An 800-room hotel: on the triangle;
2. A 30-story, 600,000 square foot office building: at the corner of Huntington Avenue and Harcourt Street;
3. A 225,000 square foot retail shopping mall, and;
4. A 1,050-car parking garage⁴.

At 2,277,000 square feet, this proposal was nearly three-quarters of a million square feet less than that of Water Tower Place. Parcel "C" remained vacant: housing remained absent. But, this was prior to a confirmation of construction costs analysis by Urban's Planning Department, prior to a confirmation of the hotel and retail spaces by the users⁵, and prior to the realization that the CRC had enough leverage to back their recommendations.

As Gifford negotiated the terms of the lease agreement with the State, he made a final effort to supersede the Committee's demand for housing by urging the State to reject that portion of the guidelines. But the Office of State Planning backed the CRC on this issue, and the developer acquiesced. He also committed himself to the development of Parcel "C" and to revise his plans to improve the physical and aesthetic conditions of vehicular and pedestrian access into and around the project⁶.

In October the developer indicated his intention to proceed and, in December 1977, the Memorandum of Understanding was granted a year's extension to allow Great Bay/UIDC to finalize their plans according to the recommendations of the CRC.

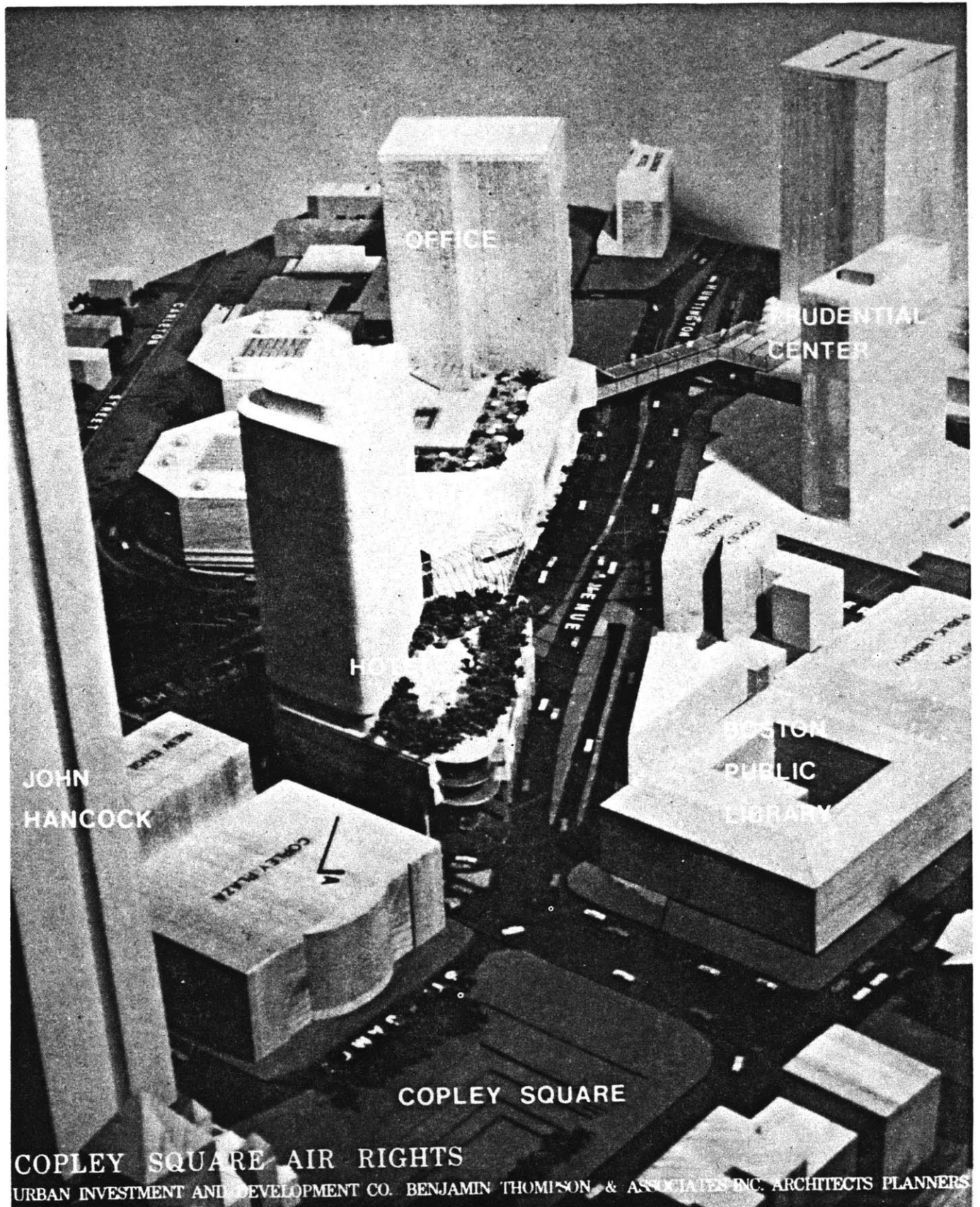


Figure 12
Copley Place Development Program as of 9/22/77

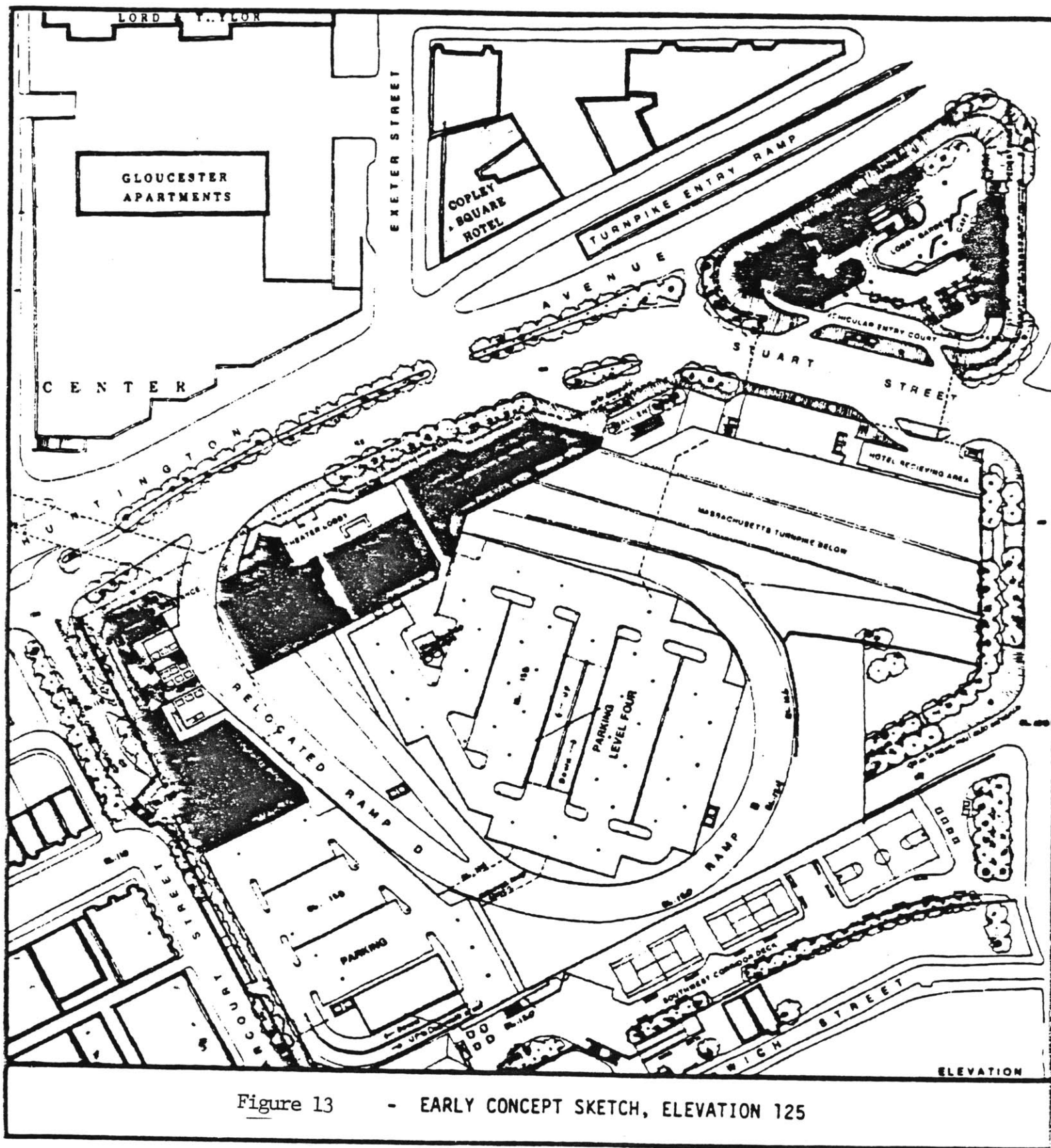


Figure 13 - EARLY CONCEPT SKETCH, ELEVATION 125

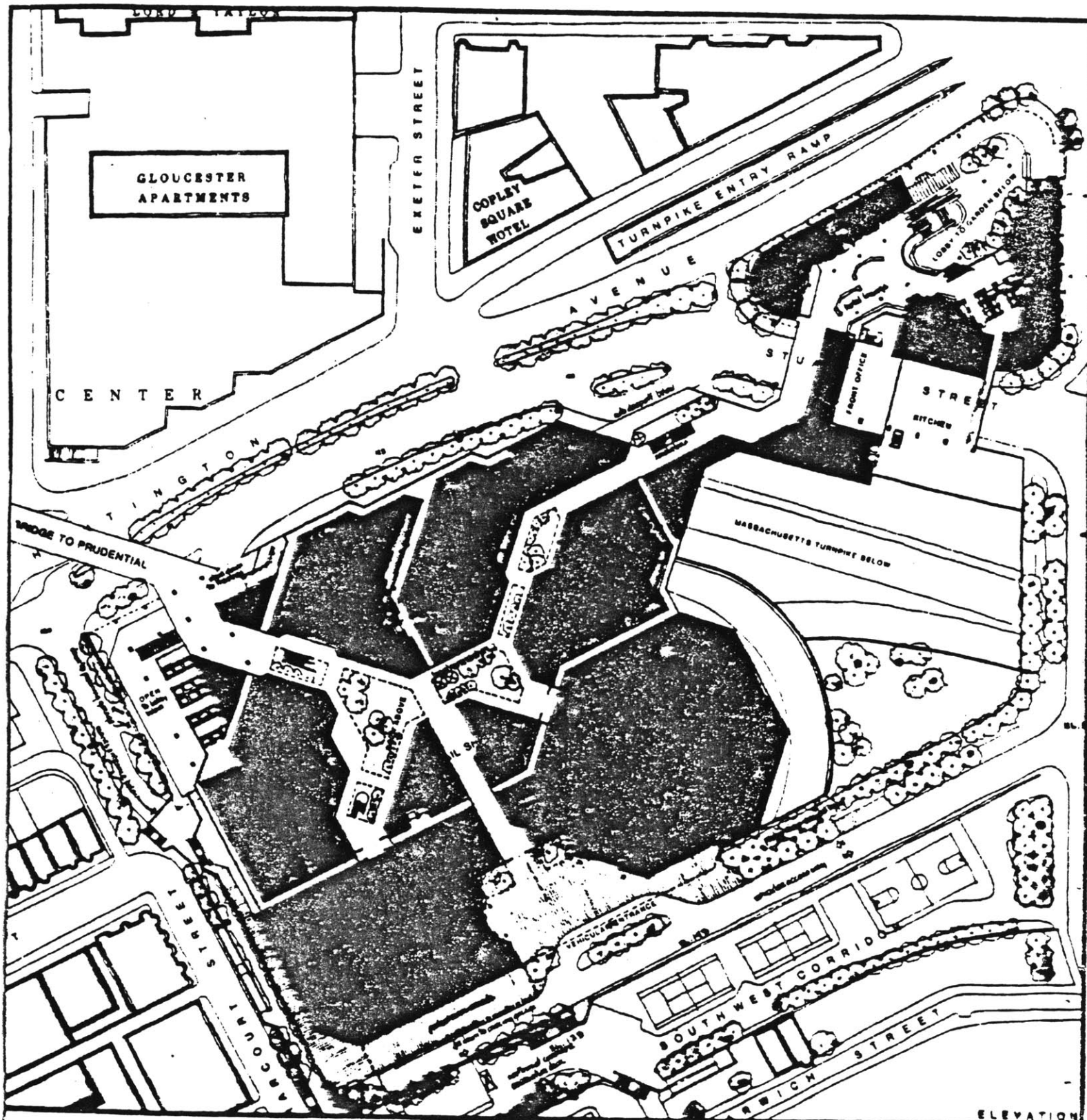


Figure 14 - EARLY CONCEPT SKETCH, ELEVATION 143

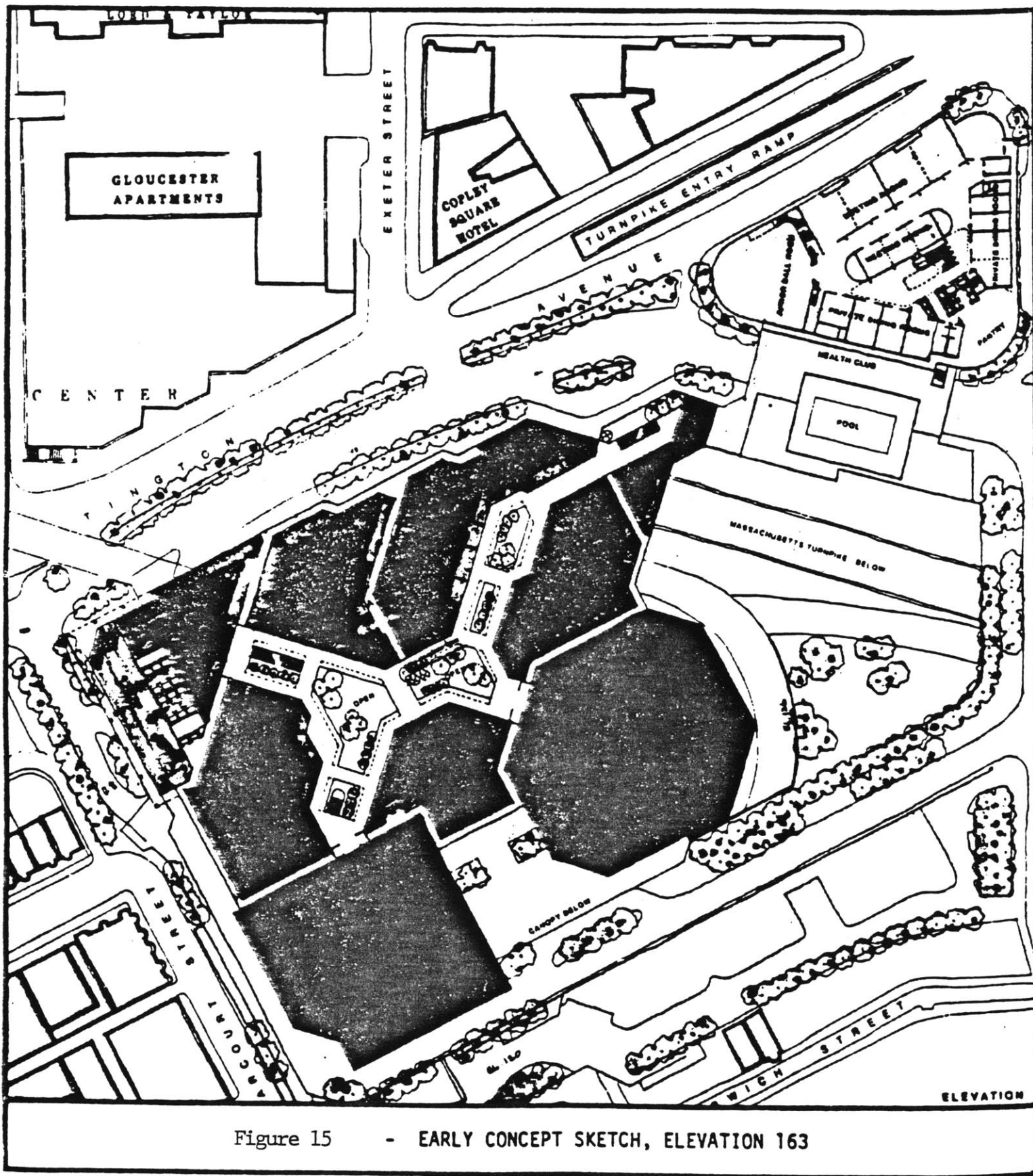


Figure 15 - EARLY CONCEPT SKETCH, ELEVATION 163

Copley Place Development Program as of 9/22/77
 Source: Copley Place Draft EIR/EIS, 2/15/80.

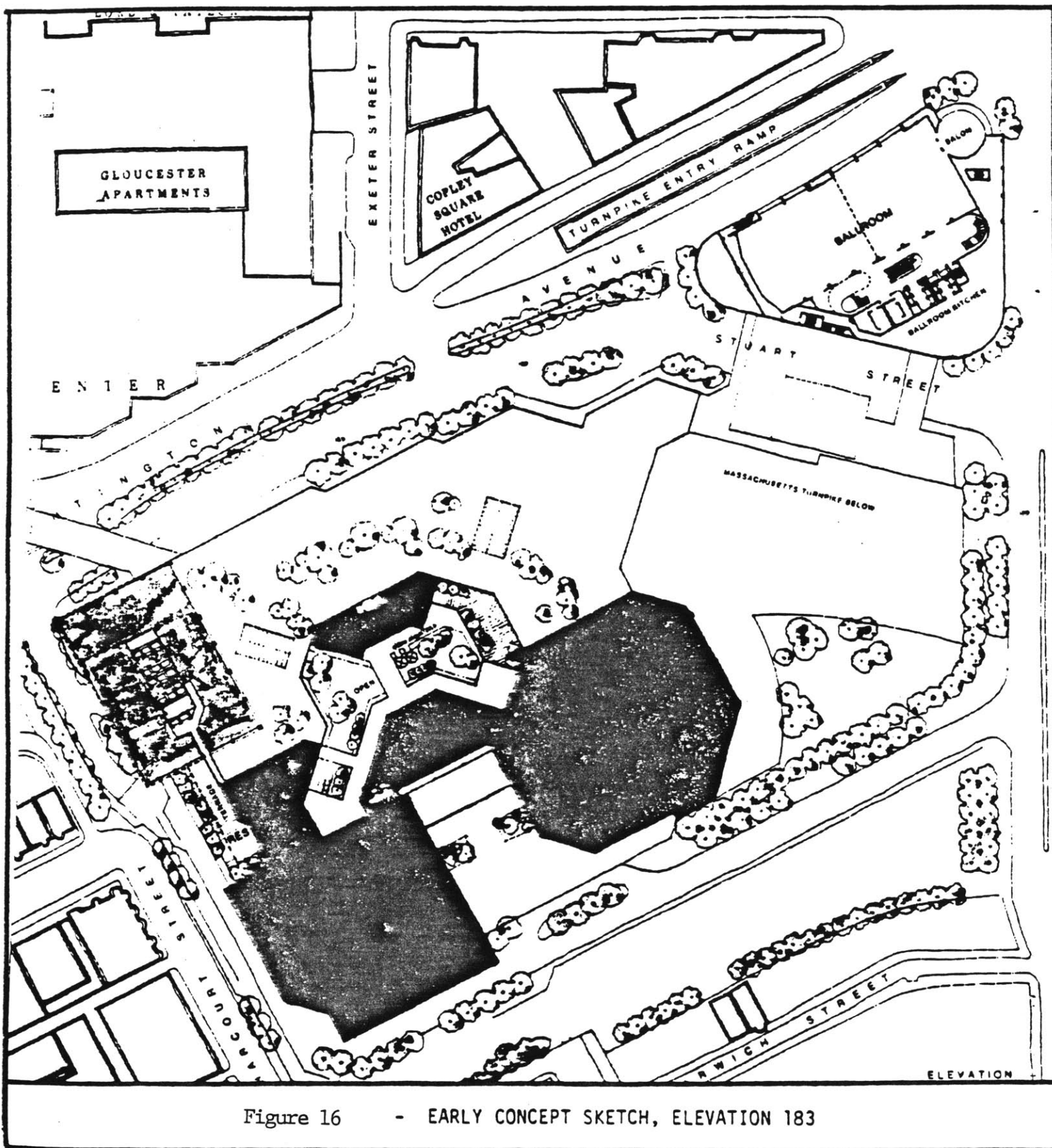


Figure 16 - EARLY CONCEPT SKETCH, ELEVATION 183

Footnotes

- 1 Kenneth Himmel, M.I.T. Lecture, April 1980.
- 2 Citizens Review Committee, Copley Place: Final Recommendations, September 1977.
- 3 Robert Hollister and Tunney Lee, Development Politics: Private Development and the Public Interest (Washington, D.C.: The Council of State Planning Agencies, 1980) p.39.
- 4 Urban Investment and Development Co., Copley Place - Project Information: Final Design (October 2, 1980), p.7.
- 5 Ibid.
- 6 Hollister and Lee, op. cit., p.38.

DESIGN GENERATION: Resolutions

As initially stated, environmental design is a strategy that tries to coalesce the aims of competing interest groups into a single physical manifestation. Far from arbitrary, these aims are provoked by the environmental factors that surround and effect the site, factors that have been recognized as being either a cause for concern or an inspiration for opportunity. The conflict between these aims is resolved through a mediated process of give and take, then the final steps of design development can begin.

With the presentation and general acceptance of the development guidelines as recommended by the CRC, and the agreement between the State Turnpike Authority and Great Bay/Urban to extend the conditions of their Memorandum of Understanding for another year, Copley Place graduated from the initial design studies into the preliminary stages of its design development. But as stated in the Introduction, the environmental factors that surrounded this site were legion. Although the front-end assessment process was successful in recognizing a large number of them, at least one waited to address itself later: The politics of the private sector. Rarely thought of as an environmental factor, the effects of politics on the design development of Copley Place rivals that of the recommendations of the CRC. It came in three forms: management, market, and municipal interference. Each has a role in practically any type of development; but in the case of Copley Place they proved to be

major influences that would force the developer into a new round of negotiations all over again. By the time these conflicts were resolved, not only had the development strategy gone through dramatic changes, but the constituency of the development team was effected as well.

Management Politics

Ben Thompson ended his association with the development team at the beginning of 1978 and was replaced by The Architects Collaborative(TAC) as the project's master planner. Publicized accounts of this departure report that he left on "amiable" terms with Urban. Personal accounts, however, describe a conflict of personal development philosophies and business practices that had made their alliance intolerable. Urban is a highly efficient profit-making machine. Its operations had been streamlined and computerized to realize the optimum return on its investment (which it achieved quite admirably). On the other hand, there were "old architects tales" of how this proficiency has had its toll on the design consultants hired by the firm.

Although Thompson was already the master planner for Copley Place, Urban did not automatically yield him the commission to become the project architect. Instead, teamed with the Boston offices of Skidmore, Owens & Merrill (SOM), he had to compete against TAC, Chicago's Harry Weese & Associates, and the eventual winner - Hellmuth, Obata & Kassabaum, Inc. (HOK) of St. Louis for Phase One of the development - The Western International Hotel.

Subsequent master planner, TAC fared only slightly better with Phase Two

of the development - the central core. Although TAC was designated the project architect for the commercial aspect of this Phase, another firm - D.I. Design & Development - was awarded the contract for its interior design. The Boston architectural firm of Vitols Associates was given the housing element, while the engineering firm of Zaldastani Associates was handed the parking garage. Fortune turned, however, when Urban dismissed HOK, and TAC's design responsibilities were expanded to include the Hotel. TAC received the contract for the interior of the central core when the same dire fate befell D.I. Design & Development.¹

Similar consultant shuffling is reported to have taken place during the design development of Water Tower Place, with the resulting strain "literally driving one of the architects into the grave"² In any case, it is generally acknowledged that UIDC developments, while not masterpieces, do exhibit acceptable design standards. For whatever reason Thompson left the Copley Place project, TAC was now "putting its head through the noose" - confident that it was not going to get hung.

In terms of capability, TAC was not wanting. Founded in 1945 by eight architects, including Bauhaus-famous Walter Gropius (as well as a young Ben Thompson who only later founded his own firm), TAC grew into a multi-disciplined design firm of more than 300 architects, planners, interior designers, landscape architects, and support staff. The firm is widely recognized throughout the world for its design ability, winning the American Institute of Architects Architectural Firm Award in 1964, and, in 1969, receiving the honor of being selected by a committee of its professional peers to design the AIA's new headquarters building in Washington, DC. Re-

cent notable achievements include the award-winning Johns-Manville World Headquarters Building near Denver, Colorado as well as the highly respected Shawmut Bank Building in downtown Boston.

TAC's master planning/design portfolio includes university campuses, medical centers, airports, state parks, new towns, and central city redevelopment schemes. Thus far, the large scale mixed-use developments that were going up in urban areas throughout the country and Canada had eluded the firm. Therefore, as a building type, Copley Place represented a major opportunity to expand into an area of master planning/design that appeared to be the wave of the future.³

If there was any trepidation in TAC's approach and association with Copley Place, it was due to the fact that the two previous opportunities that the firm had to design similar projects were lost when the clients failed to get the projects beyond the schematic stage of design development. TAC was the masterplan architect for Back Bay Center - the 1953 proposal to develop the switching yard of the Boston and Albany Railroad into a convention/commercial/apartment complex. TAC was also the masterplan architect for one of the schemes that lost the 1970 developer competition for Park Plaza. Thus, Copley Place was a third time at bat, and they were determined not to let this one strike out.

The Mayor

Park Plaza's effect on the development of Copley Place went beyond the public activities previously delineated to include the wheeling and dealing that went on behind closed doors in the private sector, as well.

The developer chosen for Park Plaza was Mort Zuckerman, Principal of Boston Properties and a personal friend and political ally of Boston's Mayor Kevin White. Although he was chosen through the legally required BRA developer competition, it had been speculated that he was not chosen fairly. In Boston, the Mayor controls a large amount of leverage over the City's departments, and the possibility that he might influence the outcome of that contest was not overlooked by those who were invited to compete against his protege. This general lack of confidence initially resulted in a very poor response from the developer community and nearly forced the cancellation of the competition altogether⁴

But in the end, a few hardy developer firms did enter the contest. One of which was Cabot, Cabot & Forbes, who then hired TAC to devise their proposal. The scheme that TAC proposed consisted of two towers (a hotel and a mixed-use office/apartment tower) built upon a retail commercial base and parking garage. Later, however, K. Dunn Gifford (who was still a vice president at Cabot, Cabot & Forbes at the time) disclosed the insincerity behind this submission. In a publicized account, Gifford admitted that, without the knowledge of the architects, his firm had no real expectation of winning Park Plaza; that they had entered the competition as part of a deal with the Mayor to finally cut the red tape that was frustrating CCF's efforts to develop its property at 60 State Street in downtown Boston and to expand the Ritz-Carlton hotel that they operate which overlooks the Public Garden⁵

Initially, Mayor White kept a relatively low profile in his association with Copley Place. There was still a glimmer of hope for Park Plaza in 1977, and Zuckerman viewed this newest project as being competitive with

his own. Yet, it is often inferred that while on a tour of Water Tower Place, White made known to Urban his displeasure with Gifford's presence on the developer team. Since Copley Place was to eventually require permit approvals from the City of Boston, Gifford's association essentially jeopardized the fate of the project. By the spring of 1978, Great Bay was no longer associated with the project.⁶

The Politics of the Market

Copley Place, from the beginning, was conceived as a retail-oriented development. This was to be another downtown shopping mall in the same blue-blooded vein as Water Tower Place where posh shops are anchored by two high-fashion department stores - Marshall Field and Lord & Taylor. Here, they were to be anchored by Bloomingdale's and B. Altman. In terms of an investment concept, Boston's market was ripe for this kind of development. Yet, there's a political aspect to marketing that can overshadow even the most optimistic development climate. It nearly destroyed the plans for Copley Place, and by coming into play, became one of the most essential environmental factors for shaping the ultimate manifestation of the project.

As they came onto the project, the new master plan architects found that much of the design of Copley Place had already been influenced by the myriad of site constraints, lease requirements, citizen concerns, government regulations, and economic goals that had been assigned to the development.

The CRC recommendations, for example, included such architectural stipulations as height limitations, setbacks, and building orientations as well as the planning stipulations of land-use and vehicular/pedestrian circulation

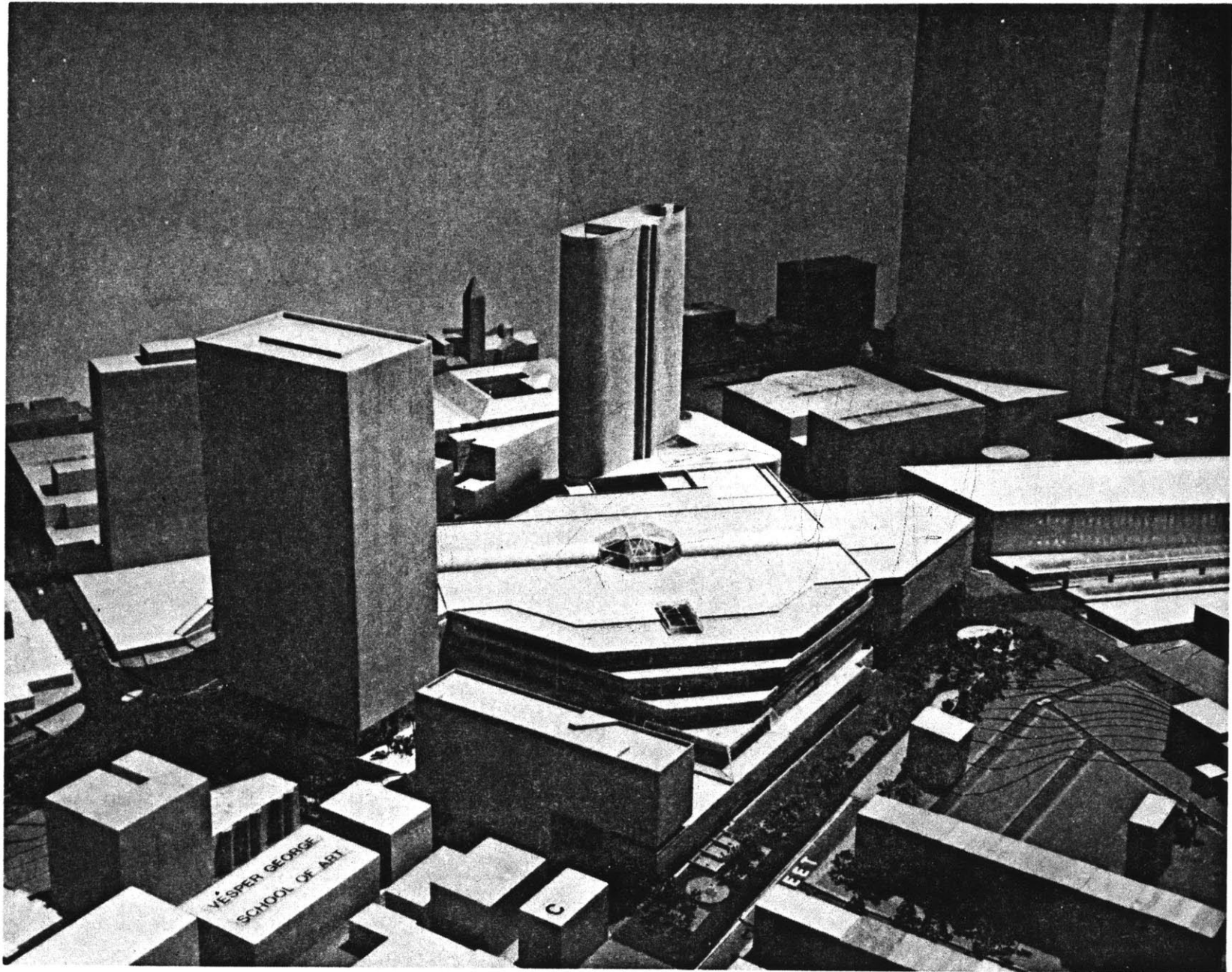
patterns and requirements.

By carefully following the CRC guidelines while in constant contact with Urban's new Boston branch office, TAC was able to design a conceptual development scheme that eventually won preliminary acceptance by both the State and the developer. Both housing and Parcel "C" were drawn into the proposal, which resulted in a 40% increase in floor area over the final Thompson plan. Copley Place was becoming feasible through "an economy of scale". The larger the project became, the less it cost per square foot to develop. Yet, the rent per square foot remains the same.⁷

The conceptual planning of Copley Place was frozen at this point, and the plans were taken into schematics. In this more detailed configuration, the masterplan architect is more able to identify sensitive design matters while enabling the developer to exactify his financial commitment and the marketability of his investment.

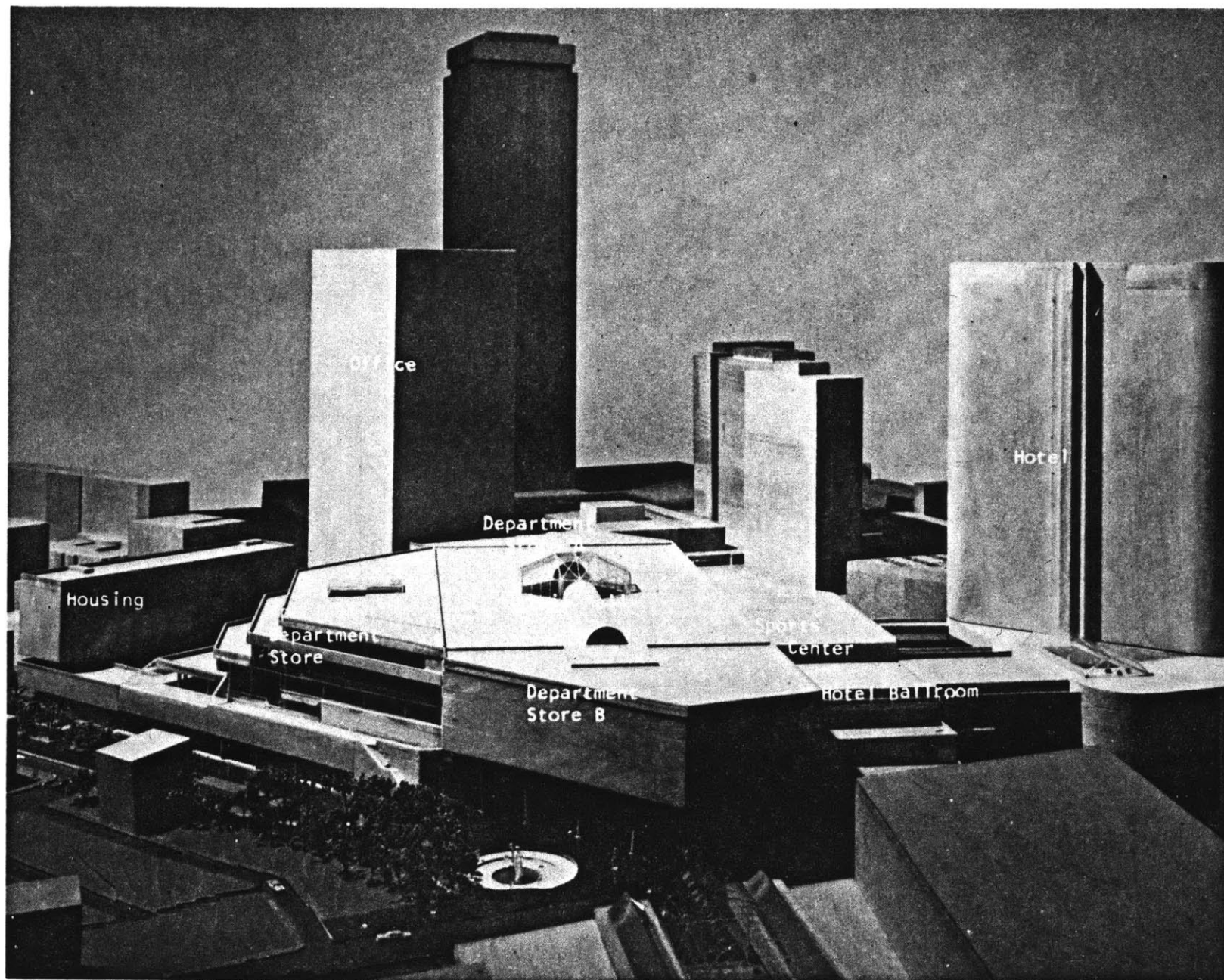
Schematic plans are also necessary in the application for public financial assistance, as well as for the Environmental Impact Review process that was to be held that summer. In contrast to the Park Plaza project, the EIR for Copley Place went relatively well. As planned, nearly all the critical concerns of the community had been addressed in the initial design development phase of the project. The Environmental Impact Statement (EIS) was then approved by the State and the planning and design proceeded for the development of a 3,244,800 square foot mega-structure that would include:

1. An 868-room luxury hotel;
2. A 30-story, 612,000 square foot office tower: at the corner of



Copley Place Development Program as of 6/78

Figure 17



Copley Place Development Program as of 7/20/78

Figure 19

Harcourt Street and Huntington Avenue;

3. A 1400-car parking garage;
4. 100-150 units of housing: either for the elderly or mixed-use income and located in a ten-story building on Harcourt Street at the Southwest Corridor, and;
5. A 672,000 square foot retail core: representing a 200% increase over the previous program.⁸

As the design development of Copley Place underwent further refinement, still a third department store expressed interest in becoming part of the project. This pushed the retail floor area up by 20% to 802,600 square feet by the time the lease for the property was signed over to the developer at the end of the year. The capacity of the garage also increased (to 1750 spaces) as the final program for the project exceeded 3,546,000⁹ square feet - a whopping 60% increase over that arranged by Thompson just a year earlier. This was to be the largest single private investment in the history of the state (Figures 17-19).

Marketing politics intervened on Copley Place at the beginning of the new year when Filene's Department Store forced the withdrawal of Bloomingdale's from the project. Both Filene's and Bloomingdale's are high-fashion subsidiaries of Federated Department Stores of Dayton, Ohio. Since Filene's already has a major store in downtown Boston, a Bloomingdale's at Copley Place was considered to be market infringement by its parent firm. Federated was convinced by this argument and reneged on its plans to participate in the development of the project.¹⁰

The phenomenal growth in the retail portion for Copley Place was based upon the magnetic appeal of Bloomingdale's. Without that appeal, the interest of the smaller establishments wavered. B. Altman was soon to withdraw its commitment and left the project denuded of any major retail anchor!¹¹ Just as the developers had finally obtained development rights to the site, Copley Place suddenly became a non-marketable investment.

New Plans

In the spring of 1979, a new Copley Place was unveiled when the developer directed its masterplan architect to redesign the plan according to a drastically revised development program that re-oriented the project from a retail concentration to that of office and hotel-related activities. Now, there were to be two hotels, a much larger office building, and a noticeably smaller retail core. It included:

1. A 715-room luxury hotel: still on the triangle;
2. A 960-room convention hotel: anchoring the west end of the central core at Harcourt Street and Huntington Avenue and representing a nearly 95% increase in the hotel capacity of the project;
3. A 30-story, 728,000 square foot office tower: anchoring the east end of the central core (on Parcel "C") and representing a 20% increase in the office program;
4. A 517,000 square foot retail core: representing a 23% decrease in the retail program;
5. 100 units of housing, and;
6. A 1500-car parking garage!¹²

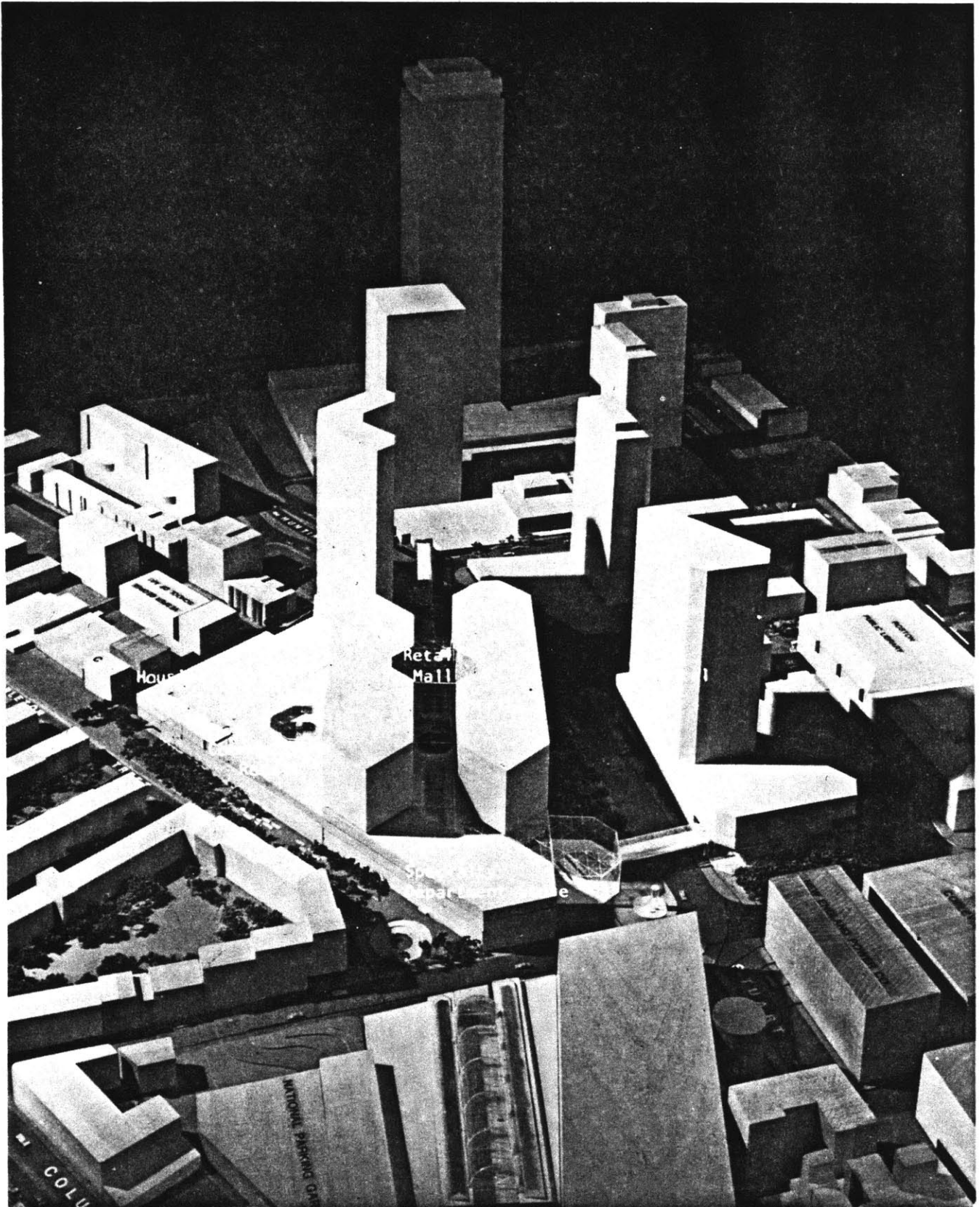
Despite the changes, this program represented a loss of less than 1% from

the previous program. The developer was satisfied; but since the plan called for such a major overhaul of the design, the CRC was reconvened to express its evaluation.

New Review

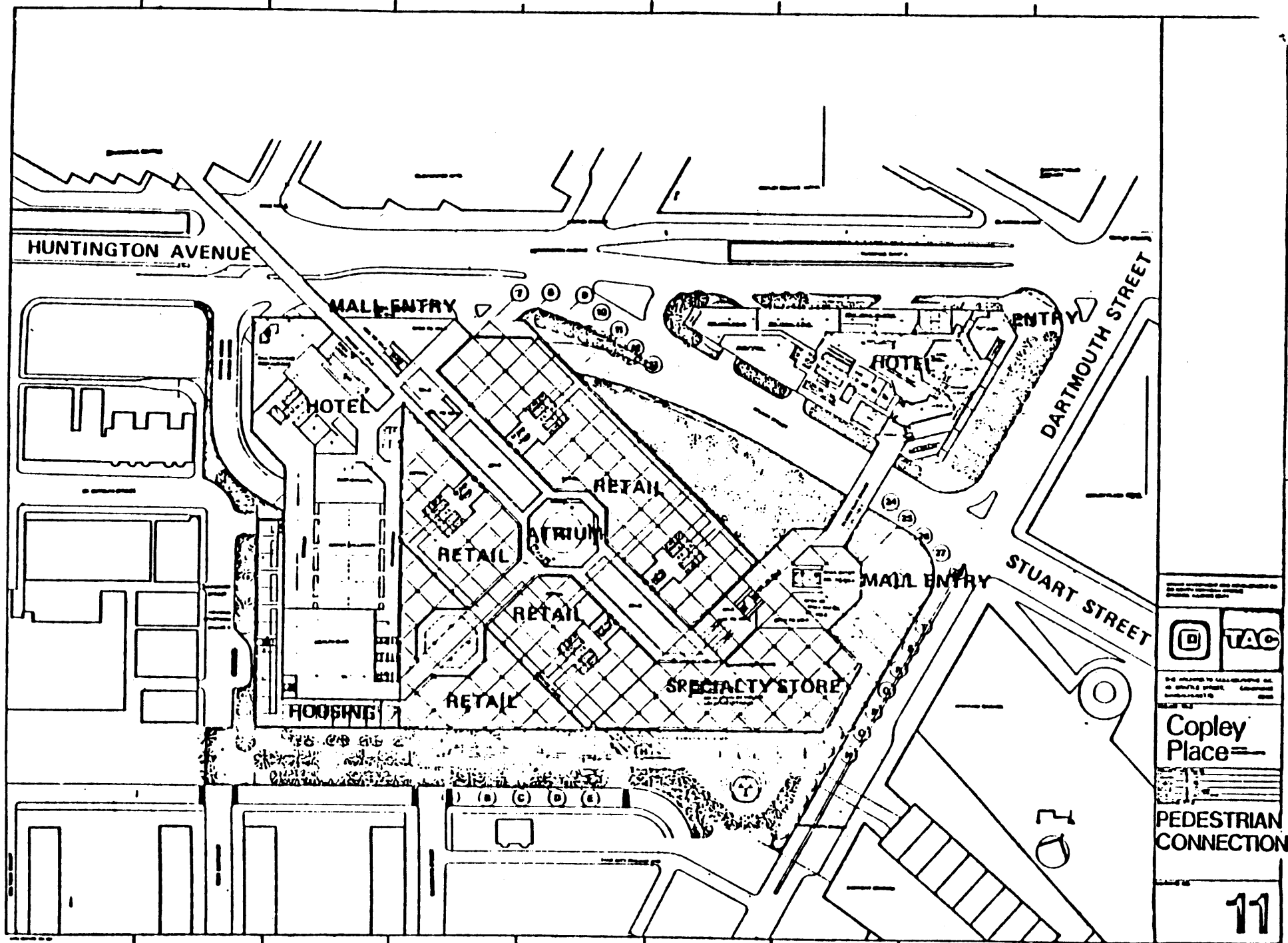
The CRC identified a major architectural violation in this new plan. In the guidelines, they had delineated several height limitations to ease the impact of the project upon the immediate milieu. The maximum height allowed for the site was restricted to 390 feet, about half the height of the John Hancock Tower. But this height was only to be allowed north of the St. Botolph Street Visual Easement, an imaginary line taken from the face of the homes located on the north side of this residential street and projected east across the site. Massing south of this easement was to be governed by a transitional height limitation that descended from this line toward the southern boundary of the property. A continuous 95-foot height restriction governed all of Harcourt Street south of the visual easement. At its location on Parcel "C", the office tower fell south of the St. Botolph easement. Its height, which had to be at least 360 feet, clearly exceeded the transitional requirement as stipulated by the guidelines.¹³

In response to this issue, the masterplan architect eliminated the tower and disseminated the floor area above the retail core in the guise of four eight-story buildings separated by the mall area below and joined at the central atrium by a "sky lobby" above the two level shopping concourse. A barrel vaulted skylight was then added to yield this office/retail portion of Copley place a galleria effect, much like Toronto's Eaton Centre (Figures 20-25).¹⁴



Copley Place Development Program as of 5/24/79

Figure 20



THE FOLLOWING IS A SUMMARY OF THE PROPOSED DEVELOPMENT:

	TAC
THE FOLLOWING IS A SUMMARY OF THE PROPOSED DEVELOPMENT:	
Copley Place	
PEDESTRIAN CONNECTION	

Figure 21

THIS DOCUMENT AND ITS CONTENTS ARE UNCLASSIFIED AND ARE IN THE PUBLIC DOMAIN

TAC

THE ARCHITECTS ASSOCIATES INC.
100 STATE STREET
BOSTON, MASSACHUSETTS 02109

Copley Place

TYPICAL UPPER FLOORS

9

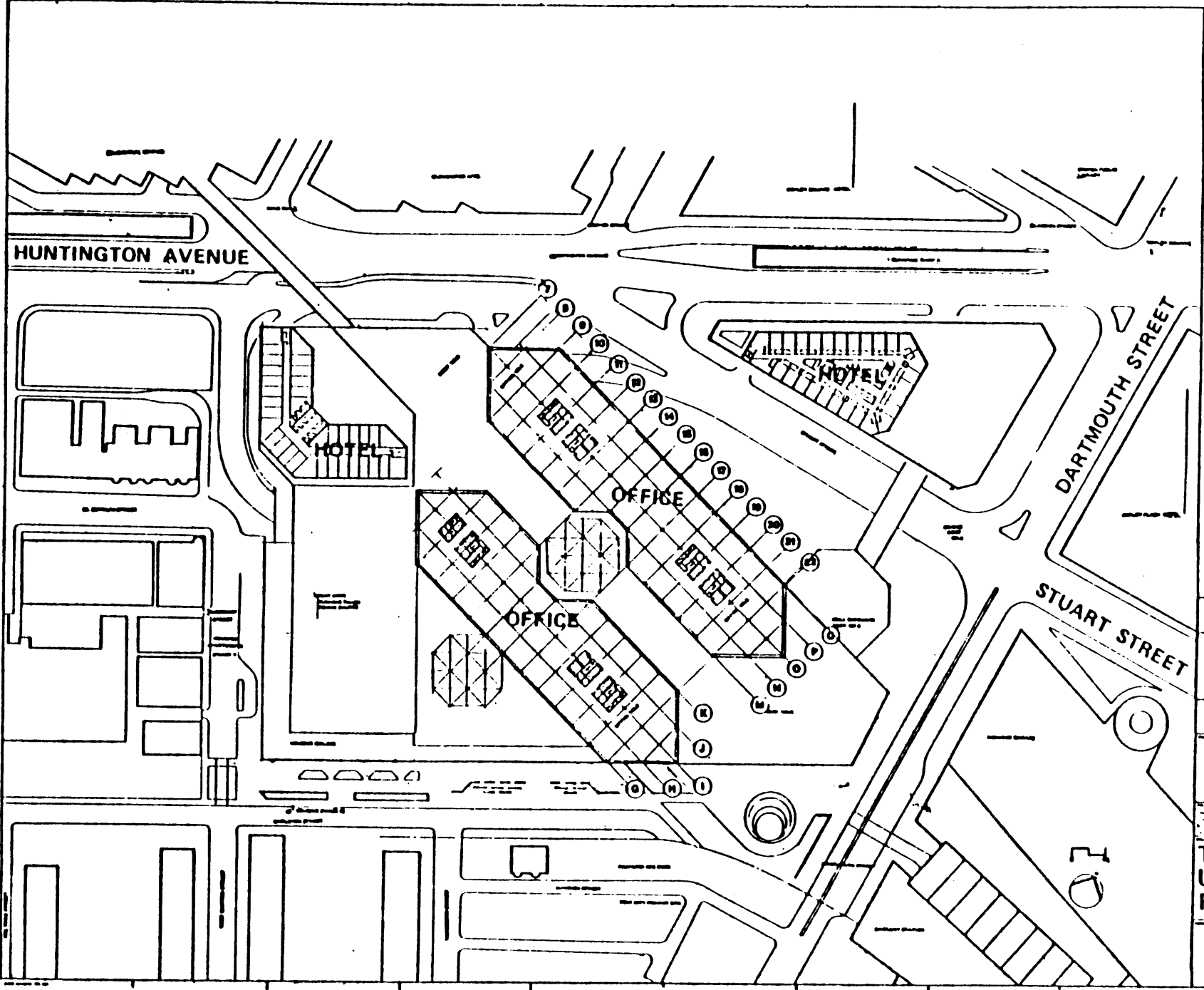
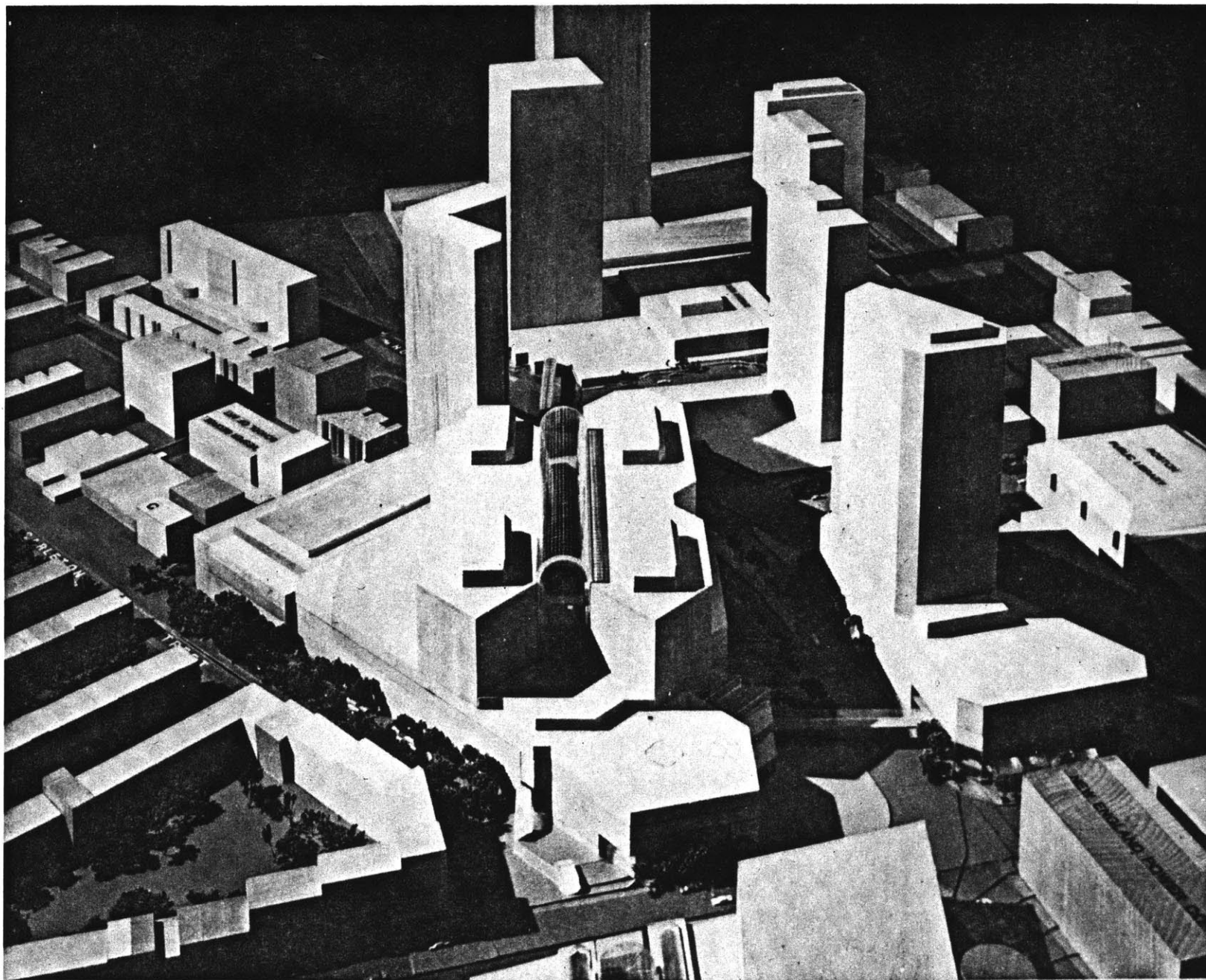
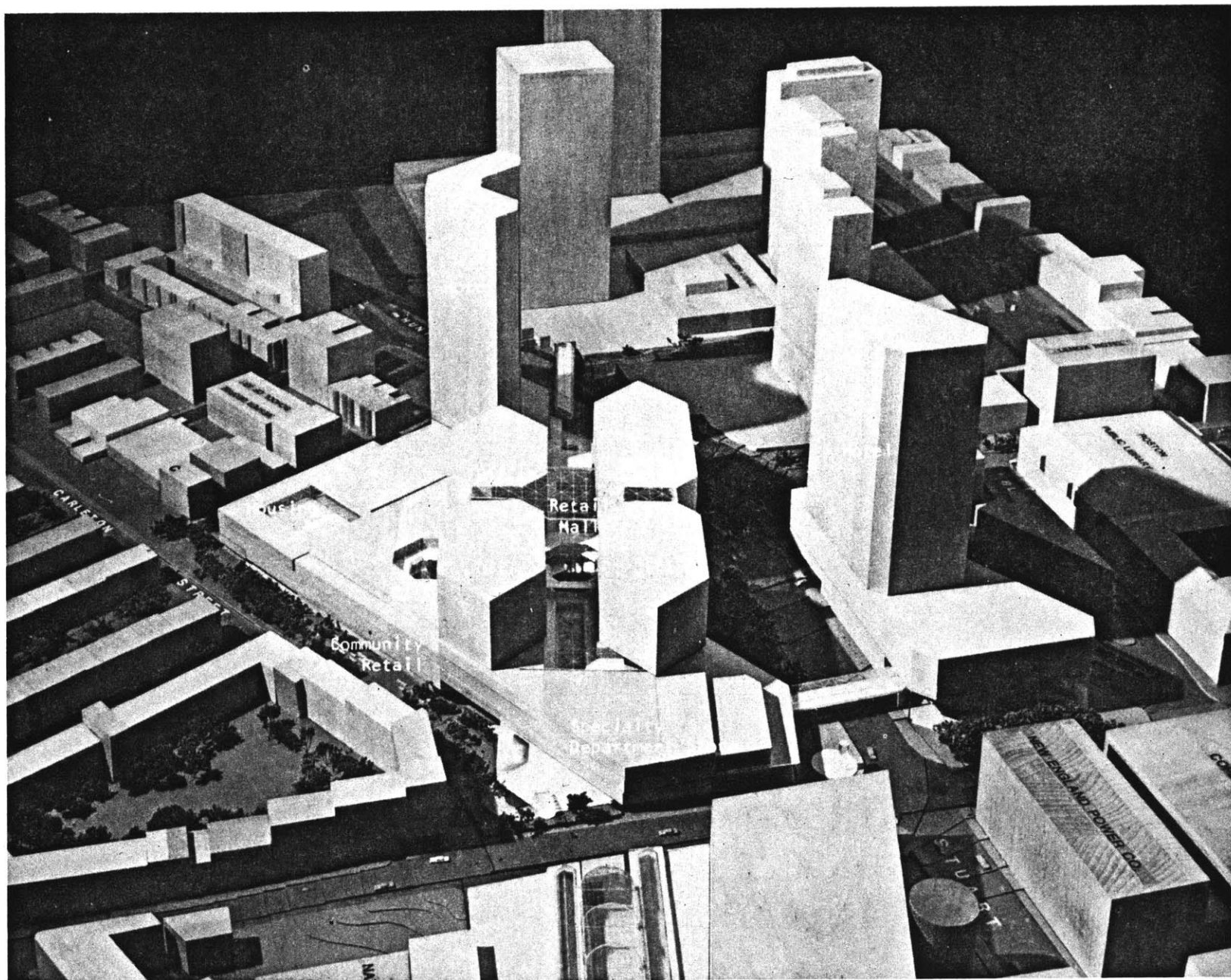


Figure 22



Copley Place Current Development Program (7/17/80)

Figure 23



Copley Place Development Program as of 2/15/80

Figure 24

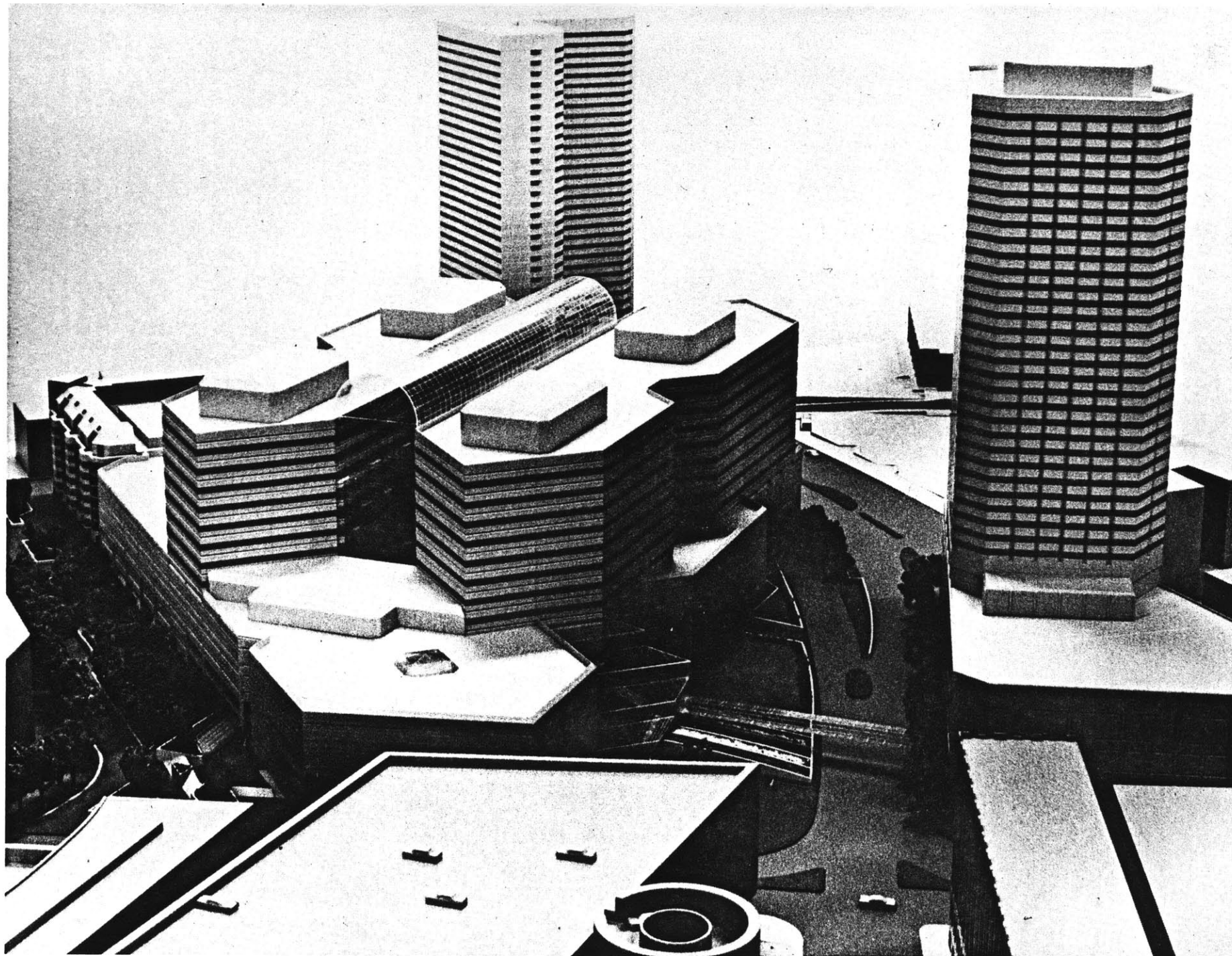


Figure 25

Copley Place as of 9/11/80, exclusive of the central area modifications as indicated in the 9/11/80 program.

Considering the new mid-rise concept to be more expensive and less efficient than the high-rise concept, Urban increased the floor area of the program to justify the economics incurred by the new scheme¹⁵, and in the spring of 1980, Copley Place was described as:

1. A 781-room luxury hotel: Western International;
2. A 1008-room convention hotel: Marriott;
3. A 771,000 square foot office element;
4. A 520,630 square foot retail mall: anchored on Parcel "C" by a Neiman-Marcus department store;
5. A 100 units of housing, and;
6. A 1,157-car garage.¹⁶

At 3,434,060 square feet, this program represented a 7% increase over the previous.

Further Public Scrutiny

Having arrived at a stage of pre-development where the project design could be finalized, three separate design reviews were now required for final approval of this new development scheme. These reviews were to be held before the Massachusetts Historical Commission, the BRA (as representative of the City), and the Design Review Sub-committee (DRSC) of the CRC. Whereas the CRC's primary concern was with the master planning of Copley Place, the DRSC, in accordance with the stipulations of the MTA/UIDA lease agreement, would delve into the fine details of the project's architecture.¹⁷

Fifteen members of the CRC who had skills and interest in architecture, planning, and development comprised the DRSC that summer. Evaluating the schematic plans that were submitted by the developer, the committee identified

several conflicts that were then addressed by the masterplan architects and resolved within the proposal for the final design for Copley Place. These issues included:

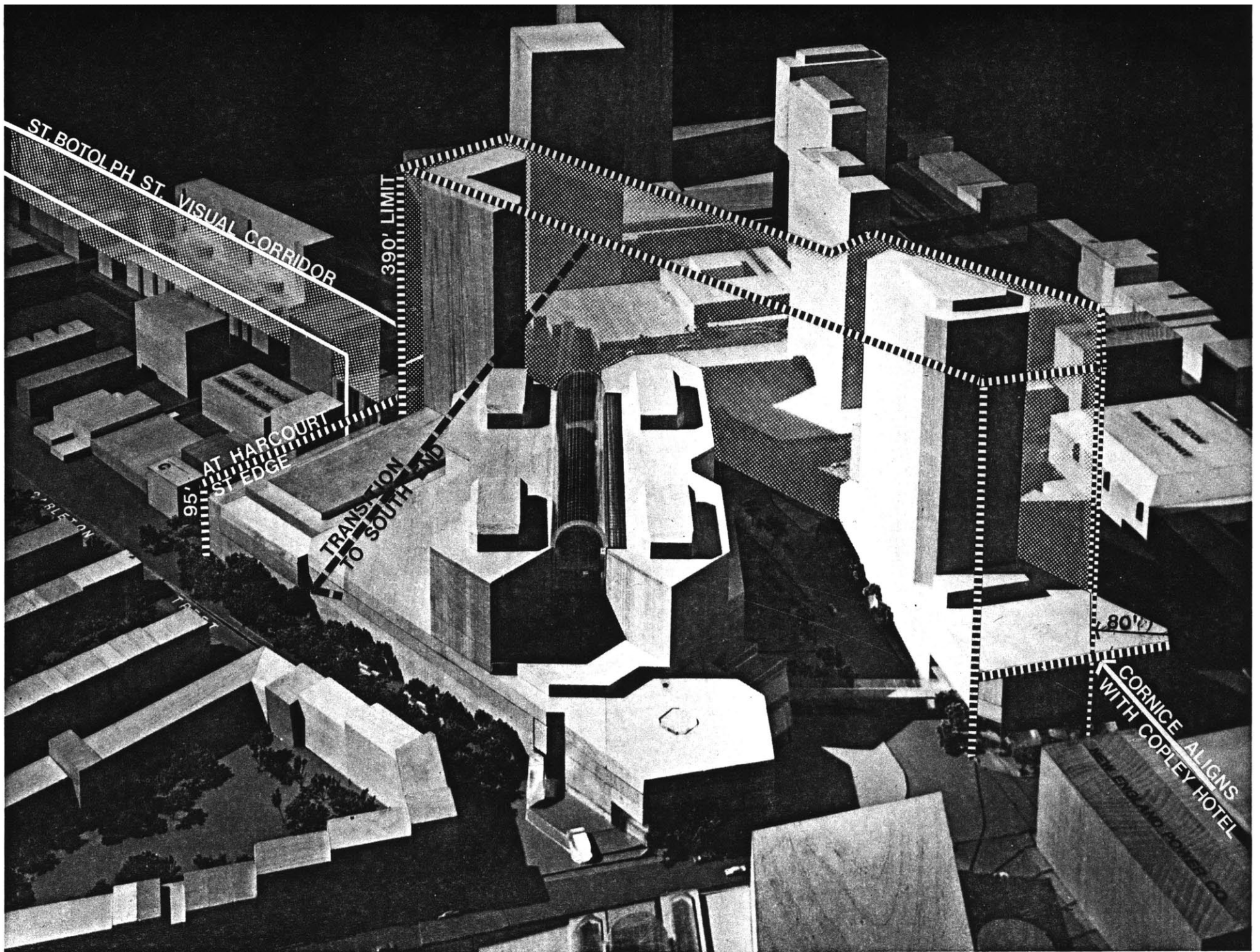
THE CENTRAL AREA HEIGHT: "The height of the office block which is appropriate on other parts of the site, is too high adjacent to the South End (due to the rate of descent of the transitional height line)...." (Figure 26).

The office building height was reduced from eight to seven floors; the floor area of the Eighth being recouped by disseminating it among the lower floors by progressively closing in the galleria around the central atrium. The barrel vault skylight was eliminated and replaced by a single large octagonal pyramid skylight at mid-axis above the grand space created by the atrium, which continued to pierce the entire interior height of the commercial core (Figure 27 and 28).

THE HOUSING: "Although it is within the height limit set by the guidelines, the height of the housing and lack of variation in its roofline massing are not in character with the Back Bay, South End, and St. Botolph Street...."

Concern was also expressed about the orientation of the housing since only three of the units faced onto the Southwest Corridor. The scale of the housing element was, therefore reduced to conform more to that of the surrounding neighborhoods and extended further along the face of the Southwest Corridor to lend that area more activity. The facade and roof treatment was also modified to blend more into the undulating patterns of the South End.

THE MARRIOTT HOTEL: "Broad faces of the tower portion of the Marriott Hotel are shown facing the South End and St. Botolph Street neighborhoods. This breaks the pattern of high towers along Huntington Avenue and imposes the high-rise elements on the medium to low-rise residential areas. According to the Parsons Brinkerhoff drawing "Site Plan with Building Lines (9.10.80), the Marriott tower is shown moved



This drawing represents the building's compliance with the CRC guideline restrictions for building envelope, height, setbacks, and the St. Botolph visual easements.

This section indicates actual building height profile and demonstrates transition from high rise scale at Huntington Avenue down to housing scale at South End. Also shown are guidelines height restrictions and St. Botolph St. visual easement restrictions.

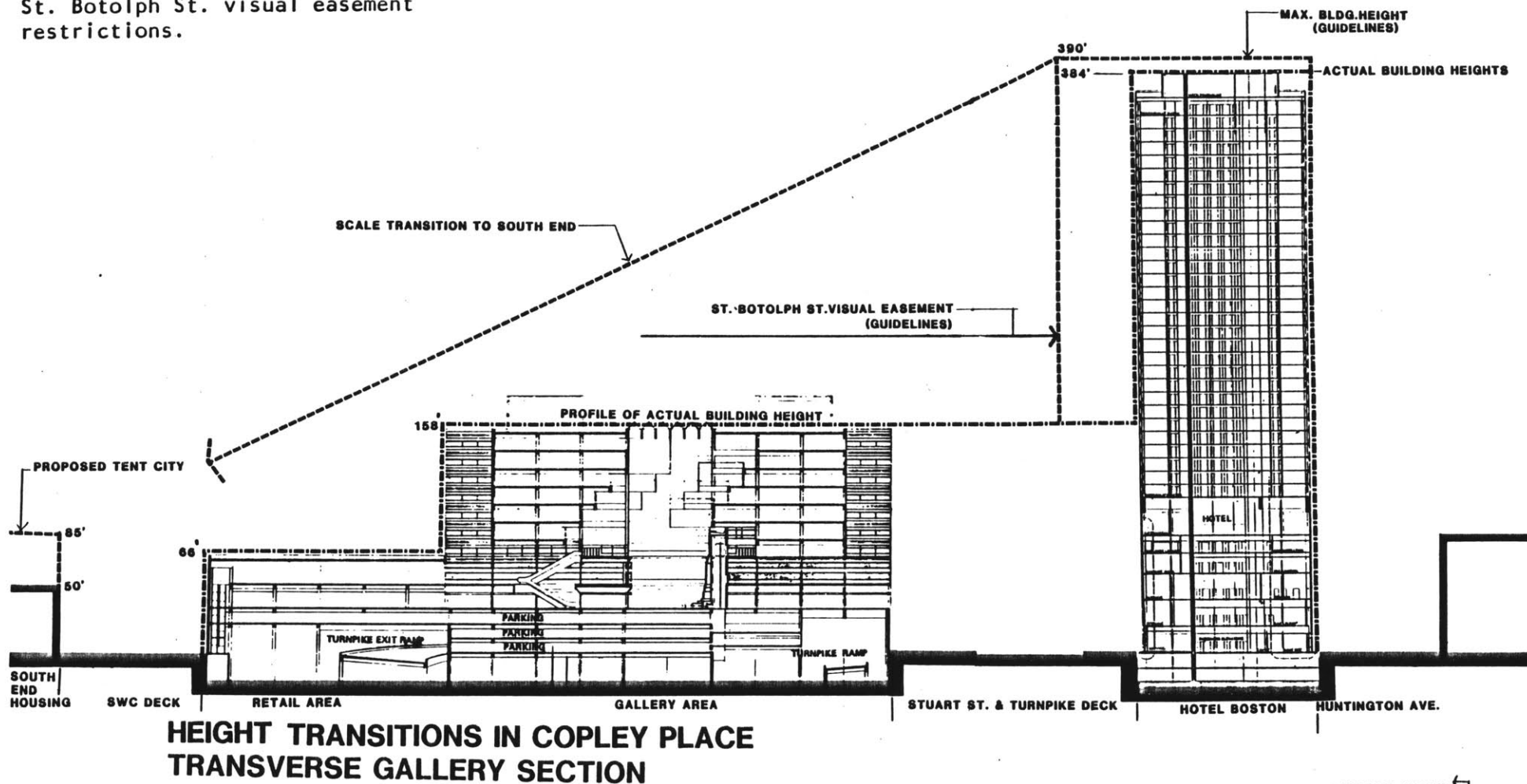
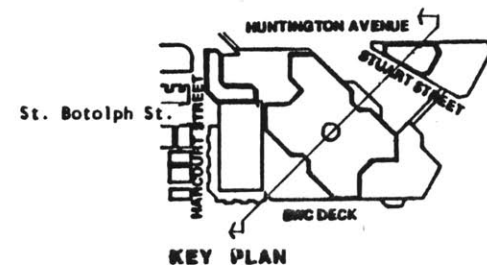
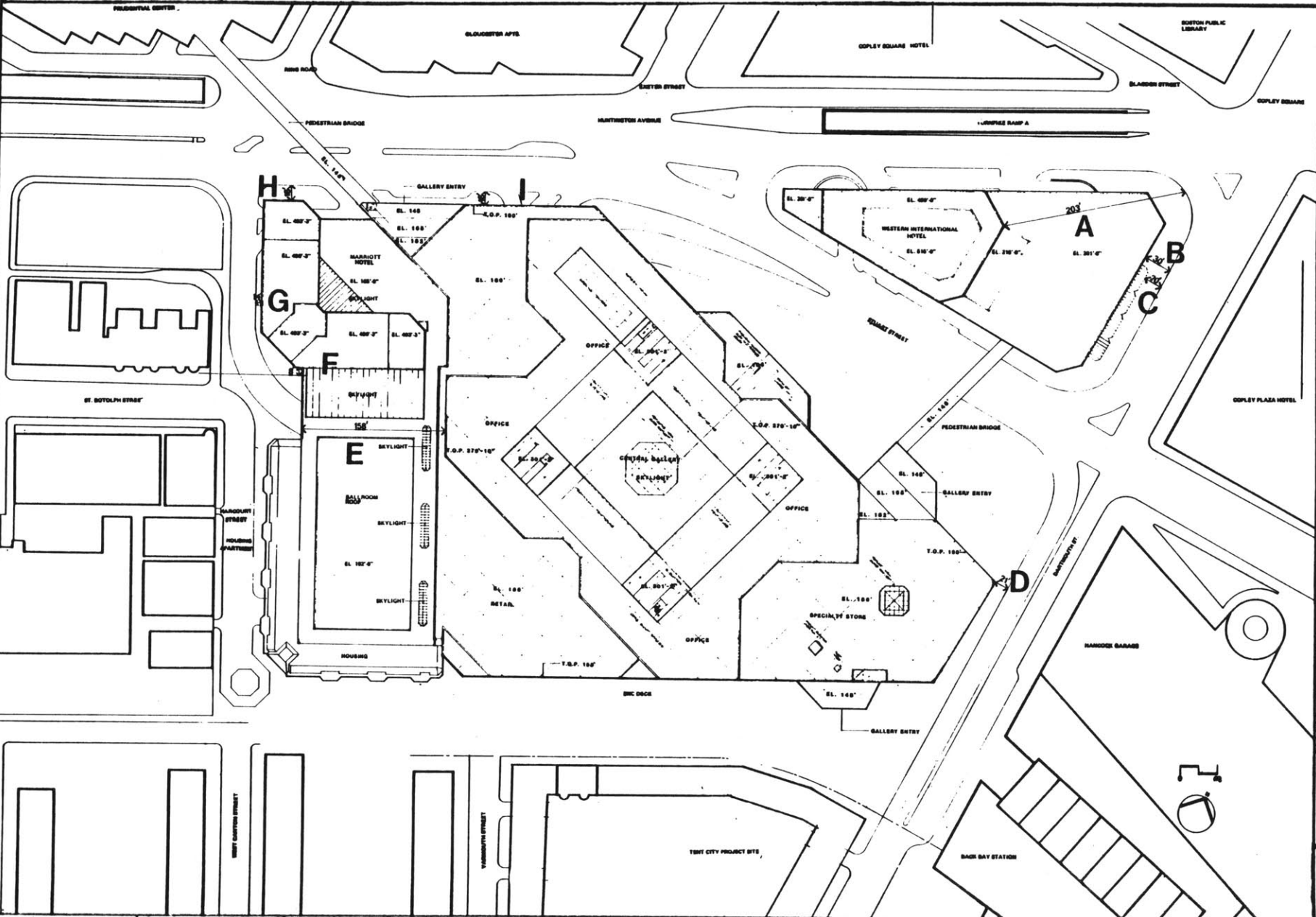


Figure 27



ROOF PLAN SETBACK DIMENSIONS

- A - Hotel Tower setback 203' from Copley corner
- B - Hotel setback 30' from Dartmouth Street
- C - Hotel Restaurant setback 20' from Dartmouth Street
- D - Retail Store setback 21' from Dartmouth Street
- E - Office Building setback 158' from Marriott Hotel edge
- F - Marriott Tower setback 8' from St. Botolph Street visual easement
- G - Marriott Tower setback 14' from Harcourt Street
- H - Marriott setback 18' from Huntington Avenue
- I - Retail Store setback 18' from Huntington Avenue



URBAN INVESTMENT AND DEVELOPMENT INC.
800 NORTH DEARBORN AVENUE
CHICAGO, ILLINOIS 60611



THE ARCHITECTS COLLABORATIVE INC.
40 BRATTLE STREET, CAMBRIDGE
MASSACHUSETTS 02138

PROJECT NO. 75018
COPLEY PLACE
SCALE 1/8" = 1'-0"

DATE 11/78
DRAWN BY [signature]
CHECKED BY [signature]

ROOF PLAN,
SETBACK
DIMENSIONS

DRAWING NO.

Figure 29

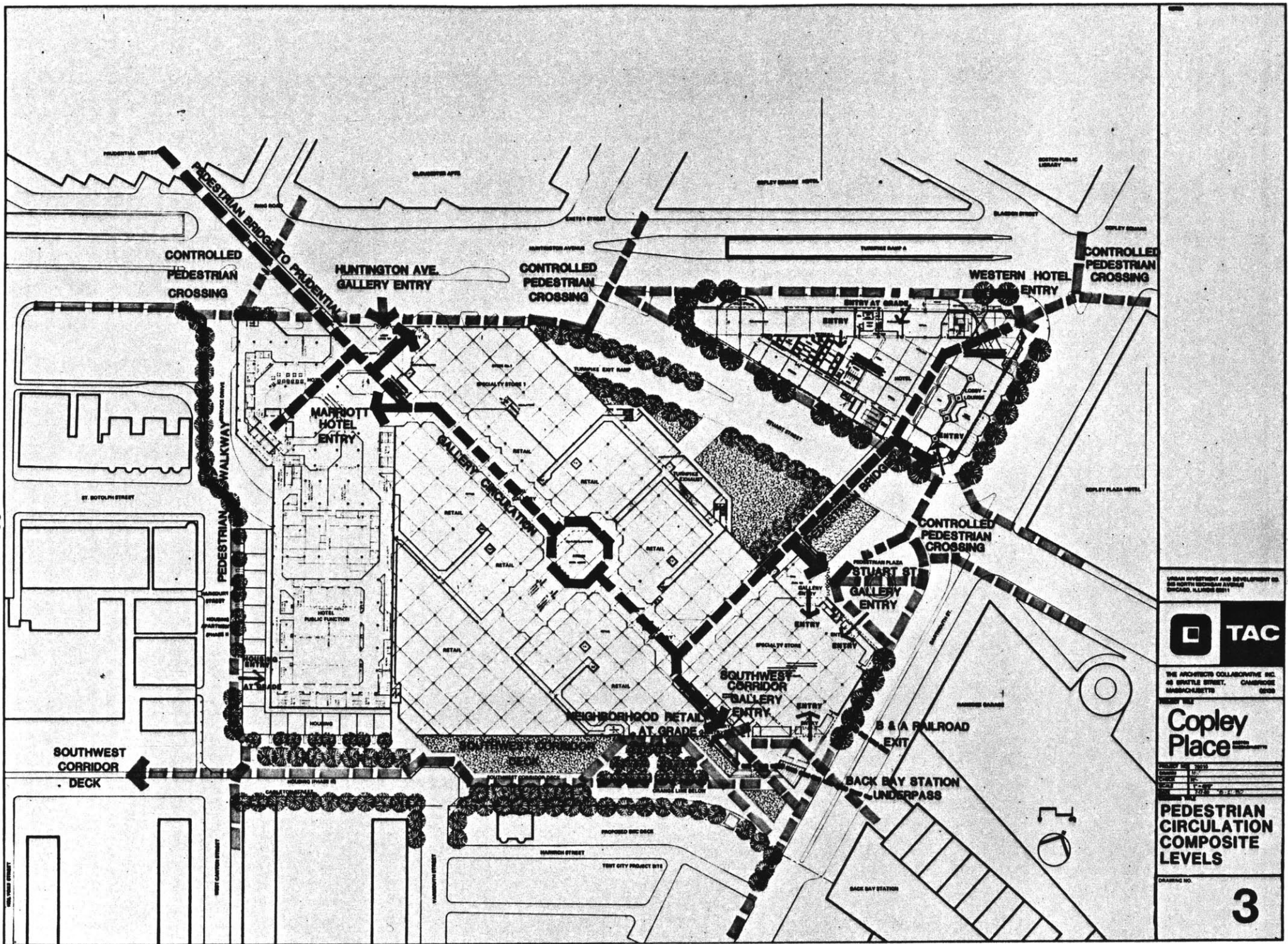


Figure 30

approximately eight feet further back from the St. Botolph Street visual easement. This desirable change is not reflected in the 'Final Design Plans' for the hotel...."

The L-shape plan for the Marriott Hotel was determined by the architects to be the most efficient way to satisfy the developer's program for the number of rooms and activities of the hotel. The orientation of the "L" was determined by an analysis of the inter-relationship of the entrance, lobby, and the elevator banks.¹⁸ In order to reduce the impact of the building mass on the neighboring community, the tower was shifted eight feet north of the visual easement, as requested by the DRSC, and then the entire building was shifted about fourteen feet east off the Harcourt Street curblineline to provide a greater opportunity to heavily landscape the area to further break up the facade as viewed by the pedestrian on the nearby streets. The hotel was also shifted about nineteen feet south off Huntington Avenue to expand the pedestrian area there. Brick was introduced as the facade treatment of the hotel facing onto St. Botolph Street to better relate to the materials and character of the buildings of that neighborhood (Figure 29).

Other issues raised by the DRSC involved landscaping, pedestrian movement, vehicular access, and additional facade treatment details. The final design plans for Copley Place was submitted to the DRSC that September. In their report to the CRC and the Turnpike Authority in the following weeks, the Committee identified nine issues that they felt were still insufficiently addressed by the plans. They were:

1. The design of the active pedestrian uses, sidewalks, and building form on both sides of the Stuart Street corridor.
2. The architectural treatment of Copley Place elevations along the Southwest Corridor deck.

3. The architectural treatment of the Marriott Hotel tower elevation.
4. The design and form of the housing element of the project.
5. The specific treatment of the proposed Western International Hotel Cafe.
6. The treatment of the Neiman-Marcus exterior elevations along Dartmouth Street.
7. The design of the glass shed structure connecting Back Bay Station Tunnel and the South Mall entrance.
8. Satisfactory resolution of the establishment of measures to mitigate pedestrian level winds including any wind tunnel testing necessary to investigate any such measures.
9. Satisfactory resolution of issues concerning the landscape design of the Turnpike deck cover and the architectural treatment of the adjacent Stuart Street facade.

Since the lease for the property was already secured and the final review process satisfied the last requirements of the lease agreement, these issues could not, and did not, prevent the developer from breaking ground for the development of the project within two months following the issuance of that report. Still, the nine "open design items" could not be ignored. The ball was now in the City's court; and Boston was supporting the guidelines of the CRC just as much as the State was. Tax relief and federal grants for Copley Place would have to be approved by the City of Boston. Therefore, failure to comply with the items would seriously jeopardize the cash flow for the project.

As the site was being cleared and piles were being sunk, the architects began their working drawings and construction documents under the scrutiny

of the BRA which monitored the progress being made to remedy the deficiencies of the plan. The Design Advisory Group (DAG) was inaugurated in the fall of 1980, following the end of the DRSC, as the citizen review component of this procedure. They began their deliberations by evaluating the plans and preliminary outline specifications associated with the early stages of architectural design development for the major components of Copley Place. These plans and project descriptions were to be re-submitted for review at three further stages of architectural design:

1. Final Design Development,
2. Preliminary Working Drawings, and
3. Final Contract Documents

When all the submissions had been revised and approved, construction of the project will then be monitored to insure conformity with the approved plans and specifications.

Footnotes

- 1 Conversation with John Sheehy (Project Architect for Copley Place), May 4, 1981.
- 2 Conversation with Louis Wasserman (Former Urban Designer with the City of Chicago) March 1981.
Sheehy, Op. Cit.
- 3 Sheehy, Op. Cit.
- 4 Sheehy, Op. Cit.
Bo Burlingham and Joe Klein, "Park Plaza: Is There Life After Death After Life?" The Beal Paper (January 30, 1974), p.5, 12.
- 5 Tom Sheehan, "The Phony Park Plaza Proposal", The Boston Phoenix (July 3, 1973), p.3.
- 6 Robert Hollister and Tunney Lee, Development Politics: Private Development and the Public Interest (Washington, D.C.: The Council of State Planning Agencies, 1980), p.40.

- 7 Urban Investment and Development Co., Copley Place - Project Information: The Final Design (October 2, 1980), p.14.
- 8 UIDC, op. cit., p.46.
- 9 UIDC, op. cit., p.50.
- 10 Kenneth Himmel, M.I.T. Lecture (April 1980).
- 11 Sheehy, op. cit.
- 12 UIDC, op. cit., p.60.
- 13 Sheehy, op. cit.
- 14 Ibid.
- 15 Ibid.
- 16 UIDC, op. cit., p.63.
- 17 UIDC, op. cit., p.75-78.
- 18 Sheehy, op. cit.

COPLEY PLACE

For the masterplanners and architects of Copley Place, the triangle parcel nearest Copley Square has always presented its own peculiar set of problems, which is ironic since this is also the only portion of the site that does not require air rights development. It is the proximity to the Square, as well as the Public Library and Copley Plaza Hotel which has rendered this parcel especially sensitive in the consensus of the CRC, whose Final Recommendations stipulated both height and setback requirements with the specific aim of averting any new construction from overpowering the historic neighbors.

1. Any tower on the site could be no higher than 390 feet above its adjacent street and must be situated at least 80 feet from that portion of the site which directly abuts the Square at the intersection of Huntington Avenue and Dartmouth Street.
2. The base of the building must coincide with the setback of the Public Library to allow extension of the Dartmouth Street Mall.
3. The cornice line of the base could be no lower than that of the Public Library and no higher than that of the Copley Plaza Hotel.
4. The site must provide the primary public entrance into the Copley Place Hotel. (Figure 26-29)

Although the site is very small, it was always reserved for the Western International Hotel; and as service bays, visitor drop-offs and garage

entrances further eroded its size, the planners responded by spanning certain elements of the building across Stuart Street, specifically, the ballroom and convention facilities. As long as this strategy remained in conceptual form, the developer and its planning consultants were free to assign this facility 800 rooms in fall 1977, 850 rooms in summer 1978, and 868 rooms that winter. Unfortunately architects aren't allowed such a capricious latitude and the concept failed to hold up under detailed design analysis. It also failed to convince the CRC, who opposed the bridge span as being too wide and too low, engendering a potential for negative wind and noise effects as well as presenting problems concerning pedestrian safety. Mayor White expressed misgivings also, making it all the more requisite that the hotel be relegated completely to the triangle.

The solution was to increase the area of the triangle by re-aligning Stuart Street, which tended to bend north onto the property as it leaves Dartmouth Street and plies toward Huntington Avenue. Straightening this segment of the roadway resulted in a significant improvement in the development capacity of the site and a slight improvement in the traffic flow.

The final shape of the hotel tower is a result of an interaction between the design philosophy of the architect, the program of the developer, and the guidelines of the CRC. John Sheehy, the project architect for the hotel, was also the project architect for the 40-story National Headquarters of the Shawmut Bank Building of which Urban Planner Kenneth Halpern in his book,

Downtowns USA wrote:

"Another exception (to the tall buildings that seem way out of scale located in Boston's fine network of small streets and alleyways and typically low buildings) is the carefully studied design

solution for the Shawmut Bank by The Architects Collaborative.

The tower portion of the building grows out of a base that covers the entire site, reacting sensitively to the divergent street pattern and the surrounding buildings....".

According to Sheehy, the original configuration for the tower was that of a double-loaded slab (rooms along both sides of a corridor - much like the Sheraton Boston) which offers the advantage of locating the vertical access and utility spaces at the otherwise "dead ends" of the corridor. The second configuration resembled a modified "L". But the triangle conformed more to the site as defined by the local roadway system, and best accommodated the program for the number of rooms while allowing the kind of unobstructed spaces in the base for the kind of facilities that the developer deemed essential. It also did well in corresponding to the setback and height restrictions of the development guidelines as recommended by the CRC.

In the final program for Copley Place, Westin's "Hotel Boston at Copley Place" consists of two sub-levels of parking; a five-story base consisting of restaurants, meeting rooms, ballroom, recreation, lobby, etc.; and a 30-story guest room tower containing 781 rooms. The gross floor area is about 847,800 square feet; the capacity of the parking garage is 275 vehicles; and the top of the hotel parapet wall is 383 feet above the street.

"The Rotunda" is also located with the base providing the major pedestrian access point to both the hotel lobby and the internal circulation system of the entire Copley Place complex, as well. The ground level contains a cafe, specialty cocktail lounge, and restaurant. The second level contains another restaurant and bar lounge. It also contains specialty retail facilities and



Figure 31

provides access to the central core of Copley Place via an enclosed walkway across Stuart Street.

The main concourse of the central core had to be elevated twenty-five feet above street level in order to provide the clearance necessary above the Turnpike exit ramps. A system of escalators was adopted to connect the mall to the surrounding street and sidewalk pattern. Meanwhile, the pedestrian bridge across Stuart Street is to be joined by another across Huntington Avenue to tie Copley Place to the Prudential Center and the Hynes Auditorium beyond. A pedestrian tunnel beneath Dartmouth Street will tie the complex to the Back Bay Transportation Center and the 3,000-car John Hancock Garage.

The Central Core contains approximately 530,000 gross square feet of retail space (378,000 square feet rentable). It is anchored by a 96,000 square foot Neiman-Marcus Department Store which was frontage on both the Southwest Corridor deck and the Dartmouth Street mall. The retail mall consists of 250,000 square feet of shops on two levels in a landscaped interior gallery highlighted by a nine-story atrium feature that will become the focal point of the entire development. Other retail components include:

1. An 8,000 square foot community oriented retail space located along the Southwest Corridor Deck;
2. Approximately 16,000 square feet of cinemas;
3. A special area devoted to restaurants;
4. Nearly 8,000 square feet of specialty retail activity which is to be located on the ground within a large glass shed at the Stuart Street/Dartmouth Street entrance to the complex.

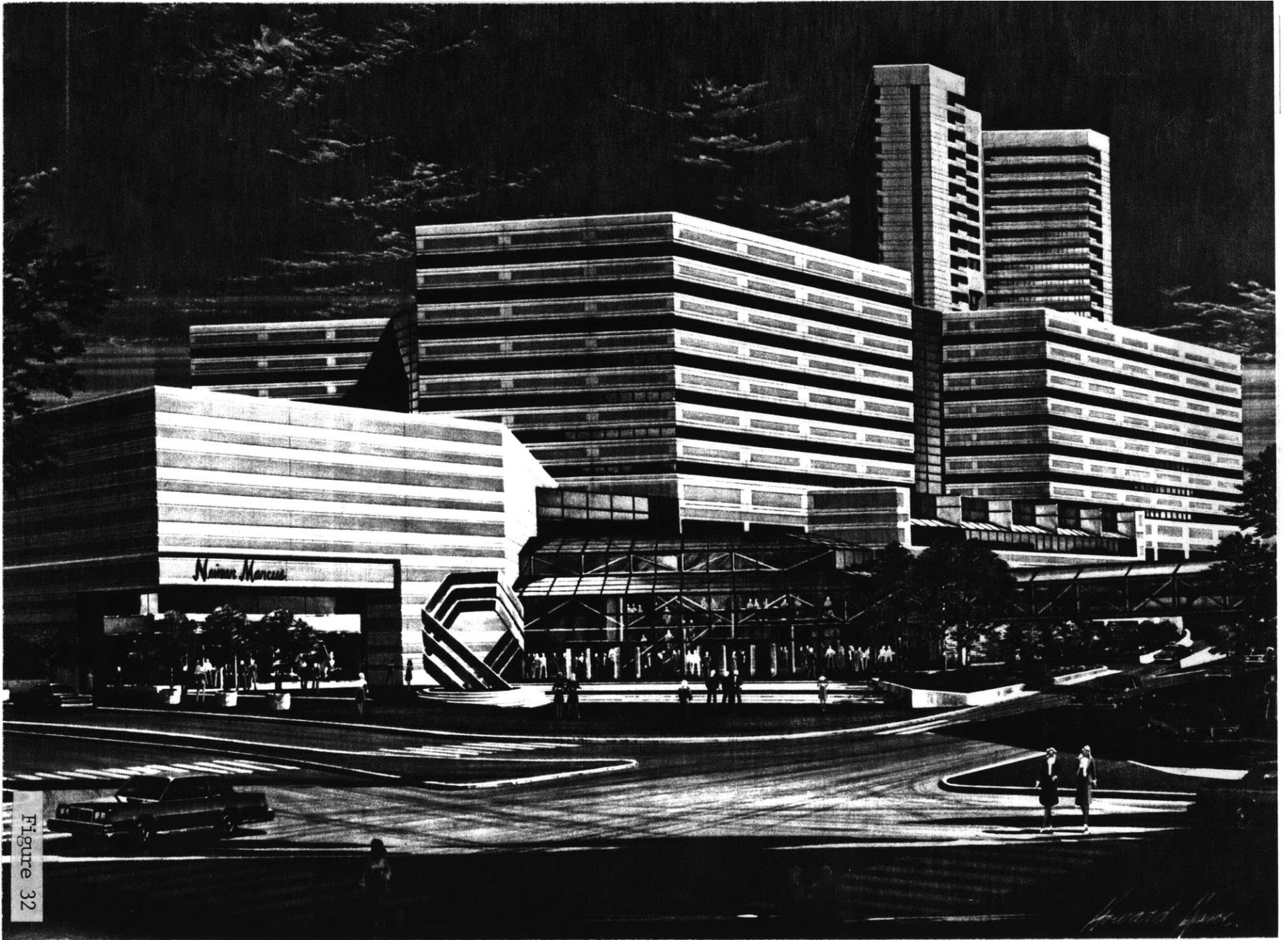


Figure 32

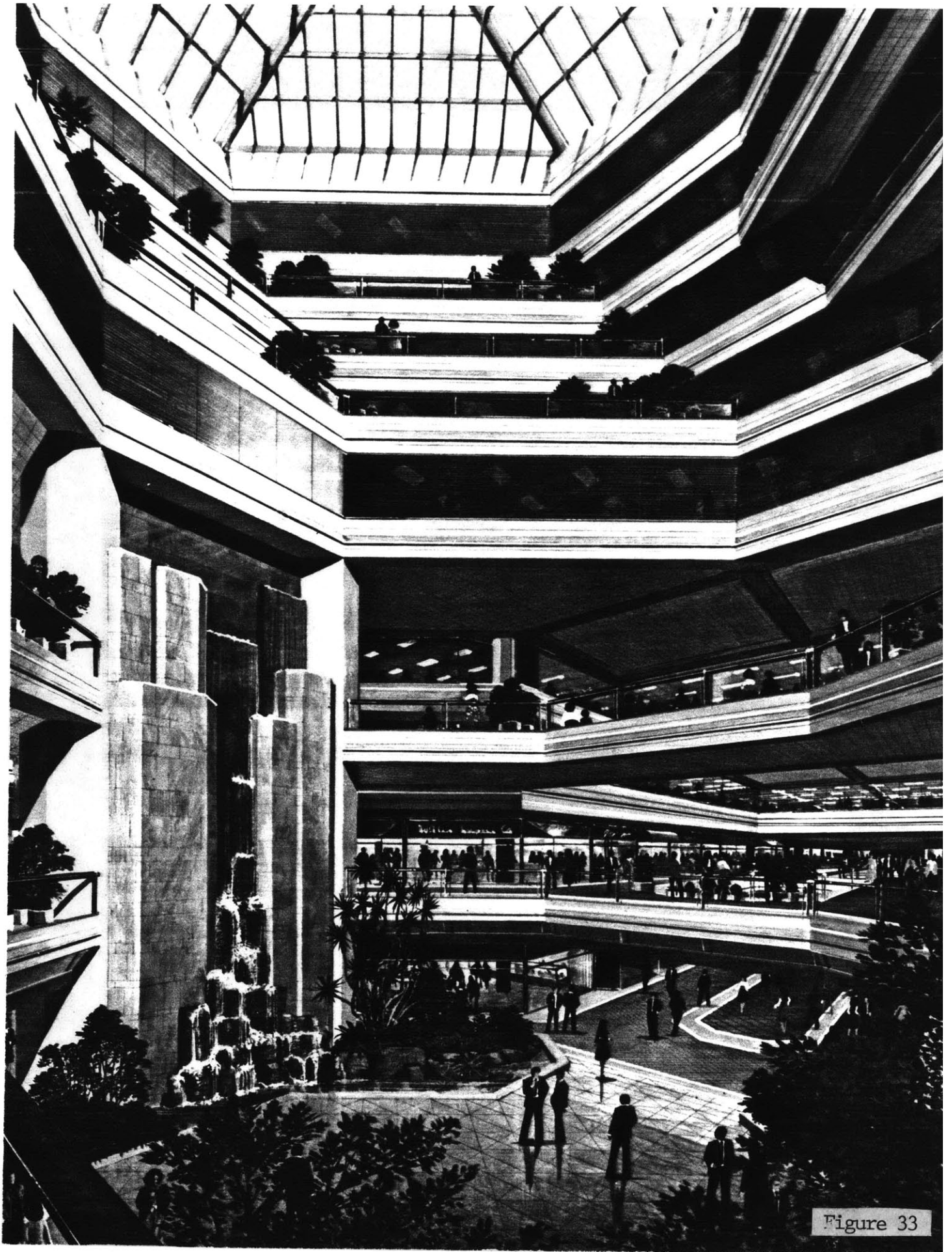


Figure 33

Although this specialty retail area was proposed by the masterplan architects in their original proposal for Copley Place, the idea, said Sheehy, was scrapped by the developers as costing more than what it was worth. The glass shed was reduced to be no more than a housing for the escalators and a reception for the Stuart Street walkway at this entrance to the Central Core. Later, however, the BRA requested a better design solution for this area, and the shed reluctantly grew back to its original configuration.

About 771,000 square feet of office space (700,000 square feet rentable) is located within seven floors above the shopping mall. Access to this area is provided by a "sky lobby" that is located just above the upper shopping level in the central atrium.

Anchoring the west end of the Central Core is the Marriott Convention Hotel. This facility has a gross floor area of about 804,310 square feet and has two sub-levels of service area, a multi-level guest parking garage and activity area which occupies the equivalent of six floors, and a 32-story tower containing 1,008 guest rooms. Approximately 525 parking spaces are provided for the hotel patrons, office visitors, and the residents of the housing element.

Twenty five percent of the housing which is to be built as part of Copley Place is to be reserved for low-income families. The rest is to go at market rate. The one hundred units will occupy about 85,000 square feet of the final development.

Of Copley Place's 1,432 parking spaces, 632 are to be found in a multi-level



Figure 34

central garage directly below the Central Core, Access to and egress from the public portion of this garage is to be via Huntington Avenue. Service traffic is to be via Harcourt Street north of St. Botolph Street.

CONCLUSION

When completed, Copley Place will be the physical manifestation of an interaction of opportunities and constraints of at least three major parties, but more obviously, it will represent the approach that the master-plan architect chose to resolve the conflicts as well as the degree to which he took advantage of the concessions that this interaction produced.

This has not been an easy project to bring to fruition, but the difficulties encountered by each party in its confrontation with the others has, without a doubt, resulted in an unusually sensitive design statement for a development of this magnitude. One has only to walk past Detroit's Renaissance Center, through the neighboring Prudential Center, or around any suburban shopping center to get an idea of what Copley Place could have become. Although it is still primarily introverted, it has been forced to acknowledge, respect and share itself with its surroundings in such a manner that is rare to be found in the competitive field of commercial retailing and office development.

For Copley Place, the master-plan architect essentially had mutually antagonistic clients to answer to: The Private Investor and The Public Good. Of the two, The Public Good was found to be the easier to work for. This was due, by no small measure, to the Front End Approach adopted for environmental

impact assessment. A documented program of public wants and desires was settled early in the planning process to give the master-plan architects a straight forward statement of objectives that could readily be understood and challenged or conformed to issue by issued without the threat of having the resolution invalidated later on by a change of consensus.

The result could have been a continual redesign of the project along ever-altering mandates, as in the case of San Francisco's Northern Waterfront. There, whenever it was thought that everyone had finally reached some kind of a consensus, a new militant group would spring forth and the meeting, hearings, and battles would start anew, which lead Planning Director Alan Jacobs to later write:

"It was only when I accepted the possible futility of it all that planning for that area become fun...."

The Citizens Review Committee was given only six months to organize and negotiate their terms for the development of Copley Place. Admittedly, the guidelines produced were general; but this was done purposely so as not to unduely restrain the developer or the designers. Within the constraints of the guidelines there was still plenty of room for choice. This is where the decisions of the master-planner architect was allowed to formulate the final design.

Unfortunately, the program of the developer, while equally important, was much more nebulous. From the first plans of Ben Thompson to the final plans of TAC, the size of Copley Place grew from just over two million square feet

to well over three and a half million, while the primary focus of the complex switched from retail to office and hotel. In the world of land development, this kind of flexibility and resilience is necessary to remain abreast of market trends and to guarantee the most profitable type of investment. Yet, at the same time, it can frustrate the designer who constantly finds himself switching gears to stay in step with a vacillating client.

Although the master-planner architects are subject to UIDC Boston, they have to produce plans that are acceptable to UIDC Chicago (the home office). This has resulted in moments of confusion when an item requested by Urban Boston is later rejected by the home office. Conflicting demands and changes in the program were finally alleviated, somewhat, when the home office sent in its own planning coordinator.

Another source of frustration was encountered when the design of the architect was altered by the developer to further satisfy the aim of maximum return on investment. Sometimes this resulted in an awkward configuration or non-aesthetic design solutions. There are times when this has also prevented the architect from adequately addressing an issue raised by his other client - the public. Still, this is how developers tend to operate. Ben Thompson's James Rouse was a quirk - rarely to be found.

Although Urban has proven to be a tough client (many of its consultants have already been fired from this project, and even TAC has come very close to experiencing that same fate), it has also proven to be a very capable client. Previous developers have all failed to tackle the complexity of

Copley Place, and few could have shouldered the dramatic escalation in cost that has taken the estimate from \$200 million in early 1977 to \$350 million or possibly \$400 million by the time bids are received on the final design package.

Typical of developers, the primary issue for Urban was "the bottom line". Yet, it is recognized that the design of a facility makes just as much a contribution to its success as what it has to offer. This is where the decision of the master-planner architect was, for the most part, respected and financially accommodated.

As for its own personal aims, The Architects Collaborative has finally broken into large scale mixed-use commercial design. Attempts are being made for additional projects of this genre, but only time will tell if they are to be successful. Tensions have strained the relationship between TAC and its present client to the point that the chances are slim that they will design Urban's next mixed-use facility (which is planned for Tampa, Florida). But, then there are other developers. Now, with Copley Place in its portfolio, TAC has the type of credentials necessary to attract attention. Once the project is completed, those credentials are expected to be enhanced immeasurably,

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APPENDIX

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On April 18, the Massachusetts Turnpike Authority entered into a six-month Memorandum of Understanding (M.O.U.) with Great Bay Co. and Urban Investment and Development Company (UIDC) during which Great Bay Co. and UIDC will engage in engineering and market analyses and the Turnpike Authority will refuse to negotiate or lease its Copley Square land and air rights to any other party. A 60-day period beyond the six months is provided in which Great Bay Co., UIDC, and the Turnpike Authority must execute an option agreement. If no such agreement is reached, the obligations of the MOU terminate.

In order to guarantee that the best interests of the Commonwealth, City, and the adjacent neighborhoods are served, the Governor has asked that the Development Cabinet take the lead role during the six-month analysis in evaluating environmental constraints and community desires. The Office of State Planning will coordinate the involvement of the Development Cabinet to ensure that the views and values of neighborhood groups and city officials are integrated into both design and environmental studies. The Turnpike Authority will enter into contracts for consultant services to be available to the Development Cabinet and the Citizens Advisory Group on design, environmental, and community issues.

At the end of six months, everyone will have a full understanding of the constraints and opportunities at Copley Square, and a decision can be made by both the developer and the state and the city public sector agencies as to whether it makes sense to proceed into an option.

This decision-making process is reflective of the desire of state and city government to work directly and cooperatively with an interested developer of proven record on a site with significant development impediments while ensuring full and active participation by public agencies and community groups to promote an appropriate and acceptable project.

FRANK KEEFE, DIRECTOR
OFFICE OF STATE PLANNING

Exhibit B

Citizens' Review Committee List of Meetings

1977

Information and Concerns

May 19:	Orientation
June 2:	Legal and Traffic Issues
June 9:	Physical Constraints
June 16:	Development Economics, Business Impact, and Community Economic Development
June 23:	Scheduling and Summary Traffic Working Group
June 30:	Interim Report Distribution

Recommendation Development

July 7:	Community Economic Development
July 13:	St. Botolph Working Group
July 14:	Impact on Back Bay Businesses
July 15:	Working Group on Business Opportunities
July 26:	Working Group on Jobs and Training
July 28:	Preliminary Physical Design Presentation
July 29:	Working Group on Business Opportunities
August 4:	Neighborhood Stabilization
August 12:	Working Group on Business Opportunities and Jobs
August 18:	Draft Recommendations and Revised Schematic Design
September 8:	Comments and Revisions of Draft submitted to CRC
September 16:	Discussion of Revisions
September 22:	Recommendation submitted to State, MBTA, developer

1978

June 15:	Introductory Meeting
July 6:	Environmental Impact Review
July 13:	Pedestrian and Design Issues
July 20:	Economic Impact
July 26:	Traffic Impact
August 3:	Social Impact
August 10:	Summary Meeting and Recommendations

1979

February 22: Review of necessity for Copley Place re-study
May 24: General meeting to start new round of CRC meetings (UIDC handout #1)
May 31: Review of new design and program (UIDC handout #2)
June 14: Review of public benefits and public funding requirements (UIDC handout #3)
June 27: Transportation planning issues - session I, Methodologies (UIDC handout #4)
July 12: Environmental issues - session I. Outline of proposed EIR/EIS (UIDC handout #5)
August 2: Review of scope of services for retail and housing impact studies (No handout for meeting #6)
August 9: Transportation Planning issues - session II (UIDC handout #7)
August 16: Design review and housing review (No handout for meeting #8)
August 30: Environmental issues - session II. Geology, energy conservation, noise, historic properties, wind, air quality (UIDC handout #9)
September 6: Environmental issues - session III. Traffic and air quality (UIDC handout #10)
September 20: Workshop on housing impact report. (ERA handout - no UIDC handout)
November 8: Meeting on Public Approvals Process
November 12: Meeting on Retail Impact Study
November 15: Meeting on Housing Impact Study

1980

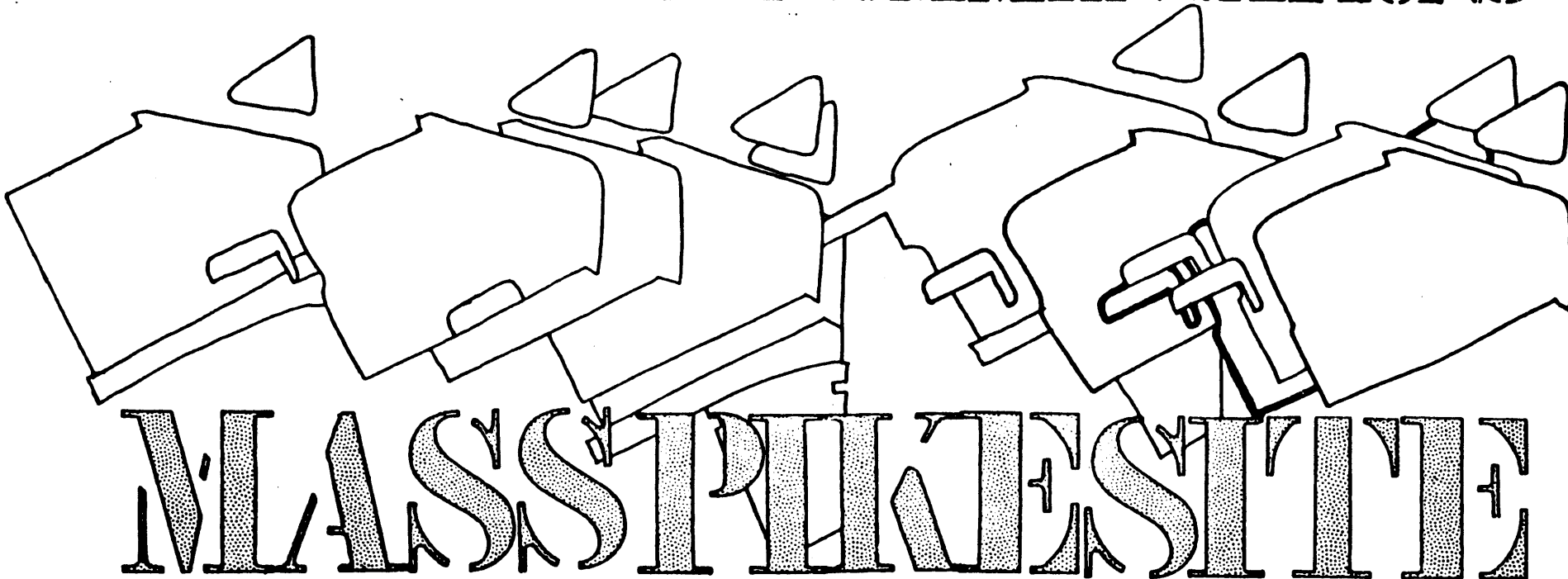
March 6: EIR/EIS Review
April 14: UDAG Review
July 17: Design Review Subcommittee kick-off; project update
September 24: Design Review Subcommittee report to the CRC

COPLEY SQUARE FINAL RECOMMENDATIONS

- FINAL RECOMMENDATIONS:

The CRC Guidelines as excerpted from
"Copley Place Project Information"
July 17, 1980

Exhibit C



COMMUNITY ECONOMIC DEVELOPMENT

1

Goal

Maximum opportunity for community residents and groups in construction jobs, construction contracts, and business opportunities.

2

General Guidelines

Developer -- will work with ongoing community labor and public organizations; will make available leasing and employment information as it is ready.

Community Organizations -- will coordinate their efforts, use their experience, seek public funds.

State/City -- will provide technical assistance, initiate and expedite applications for funds, coordinate public programs.

Office of State Planning (OSP) -- will be responsible for setting up the process and committees to monitor the development, construction and occupancy process; to convene working groups at appropriate points in the process.

Note: a full-time person will be needed to act as liaison between the community organizations, the neigh-

borhoods affected, the developer and the public agencies. Some of the tasks should be: obtaining from the developer timely leasing and employment information; working with the community organizations to find appropriate spaces for displaced and existing businesses, new businesses, new opportunities for smaller enterprises and coordination of Southwest Corridor construction (deck, Back Bay and Mass. Ave. stations). This could be a CETA slot through OSP or USES.

3

Construction Jobs

1. The developer will abide by guidelines for minority hiring in construction jobs as mandated for State work. This is presently embodied in the Governor's Executive Order 116. The lease with the Massachusetts Turnpike Authority will incorporate this agreement. The language in SW101 (South Cove tunnel construction contract) should be considered for construction contracts.

2. The developer will work with the ongoing community and labor organizations engaged in minority hiring and training (Community Task Force on Construction, Building Trades Council, Third World Jobs Clearinghouse).

4

Construction Contracts

The developer will work with the Contractor's Association of Boston and other contractor's organizations to ensure maximum opportunity for minority contractors.

5

Permanent Jobs and Training

1. The developer will work with the community groups engaged in manpower and training (United South End Settlements, OIC, ABCD). The developer will supply job projections and descriptions and manning tables as they are available.

2. The community organizations will seek all available public programs and funds (Department of Labor manpower programs, CETA, State Voc. Ed., Occupational Resource Center).

3. The starting point for development of a recruiting program will be the Hyatt-Regency and Riverside-Cambridgeport Community Council agreement.

4. The State/City will give technical assistance and help to integrate public programs.

Note: Summer youth jobs should be considered an integral part of any manpower program and be consistent with all regulations -- including union regulations -- where applicable.

6 Business Opportunities

1. The developer will work with the community economic development groups (GRDC, IBC, CEDC and others) to make prime retail space available to qualified service companies; cooperate in finding specialized merchandizing and marketing help.

2. The community economic development groups will identify qualified retailers, franchisees and service companies which may include new as well as existing businesses. They will seek funds for venture capital (SIP, SBA 502, MESBIC, CDFC, Aetna Venture Capital, etc.), help in management, marketing, and merchandising.

3. The State(State Office of Minority Business)/City will provide technical assistance and coordination (Some programs available: Section 304-EDA, CDFC.)

RETAIL IMPACT

1 Goal

To complement and reinforce the commercial character of Prudential Center, Boylston/Newbury St. and not undermine the existing retail on Washington St.

2 POSITIVE ECONOMIC IMPACT ON OTHER RETAIL AREAS

● The leasing plan should be designed to attract significant new businesses to the city.

● The land use and access plan should be designed to maximize the potential positive economic benefits.

5 UPGRADING OF BOYLSTON AND THE EDGE OF THE PRUDENTIAL FACING BOYLSTON

● Although this is outside the scope of the project, it is recommended that the City, along with the neighborhood and business groups (especially Prudential) set up a committee to determine the goals for upgrading Boylston Street with particular reference to pedestrian en-

vironment and general amenity. The Prudential has already indicated that they would be interested in reworking the part of their complex facing Boylston Street. This should be complemented by determining both long and short term improvement possibilities on the opposite side of Boylston Street, at the sidewalk and within the buildings.

● In addition, it is recommended that the abovementioned groups institute a study for a Special Planning District to deal with the problems of deterioration and maintenance through zoning and other measures.

SOUTH END

1 STABILIZATION OF THE SOUTH END

1. Ramp C. should be removed and Parcel C should be developed for retail, office, residential and/or open space.

2. The State should make its housing funds available to housing to be developed within the site and to the Tent City site if requested by the BRA.

3. Pedestrian links that are human scale, safe and active should be developed to Prudential, Copley Square and Back Bay.

4. A program of improvements should be structured for existing businesses, and State and Federal sources as well as private funds should be tapped to help establish new businesses. (See Business Opportunity Guidelines.)

STAGING

1 GOAL

To avoid piecemeal development which would result in building on parts of the site while other parts are left vacant and uncommitted for future phases.

2 GUIDELINE

The entire site must be committed to development and construction as a single, integrated project and phase -- to be completed within normal timetables for such projects. This applies specifically to Parcel C (the parcel of land around Ramp C fronting on Dartmouth St, the Mass Turnpike and the Penn Central tracks).

MASSING

1 GOALS

1. To fill a major gap in the existing neighborhood and urban texture; to complement and reinforce the scale and texture of surrounding areas and adjacent block patterns.

2. To provide active frontage along city streets now "one-sided"; to restore Copley Square as an enclosed space; to provide a transition in scale from the low rise residential areas south and east of the site.

3. To preserve the scale and texture of the existing areas from being destroyed by new construction that is too tall, bulky or inappropriately scaled.

2 HEIGHT (base line is the adjacent city street)

1. No building on the site shall be more than 390 feet higher than the adjacent street.

2. Triangular site -- cornice line of building base to be no lower than the cornice line of Public Library and no higher than the Copley Plaza Hotel. Triangular site tower -- no higher than 390' above the adjacent street.

3. Harcourt St. -- within the St. Botolph St. visual easement (extension of the line formed by the house fronts on the north side of St. Botolph St.) buildings along Harcourt St. edge must be no higher than 95' from the street.

Any building higher than 95' (such as office tower) should be kept north of the St. Botolph visual easement (see previous paragraph) and as far from that easement as possible.

4. Fenway -- Parcel I -- no structure higher than 8 stories.

5. MBTA track cover edge between Yarmouth and Dartmouth -- height of buildings along this edge should recognize: existing South End scale; any development on the Tent City site; the transitional nature of this area from the South End to Back Bay.

3 SETBACKS

1. On the triangular site, any tower or other element higher than the cornice lines of the Copley Plaza Hotel must be set significantly back from that corner of the triangle site which faces Copley Square.

Note:

BRA would specify the tower setback as at least 80'.

4 FORM AND ORIENTATION

1. Tall or bulky elements of the project should be oriented and placed to minimize undesirable wind effects and increased shadows on adjoining properties and public spaces.

2. Negative visual impact of new construction on surrounding streets should be avoided. Particularly sensitive streets from which the development is seen are: Copley Square, St. Botolph, West Canton, and Yarmouth.

3. Residential edges. St. Botolph. Yarmouth. West Canton. A sympathetic treatment of edges visible from residential areas is critical to the preservation of neighborhood character. The design treatments as well as height should be appropriate to the scale of the residential areas. Facades of all buildings should be softened through elements such as glassed areas that give visual access to the activities within; high quality architectural treatment with appropriate materials; irregular setbacks or other modulation of the facade; landscaping; rooftop uses, etc.

4. In addition, Harcourt St. at the end of St. Botolph: the developer should provide a landscaped walkway (see pedestrian routes). Active use such as retail or office should be considered at the walkway levels (60' either side of the centerline of St. Botolph St.).

5. Any bridge over Stuart St. should avoid the feeling of a tunnel and allow air and light.

6. No part of the site on public streets should be treated as a back end without either active uses or visual interest.

LAND USE

1 GOALS

To make activity as well as physical links between the adjoining communities and the site.

To increase safety on the site and surrounding streets during the evening as well as during the day, active uses such as housing should be promoted.

To reinforce the existing character of the South End and Back Bay by constructing a mixed use commercial/residential complex and a related system of pedestrian, vehicular and transit improvements.

To reinforce mixed income residential character of the surrounding communities.

2 GUIDELINES

1. Parcel C must be developed to functionally integrate pedestrian movements from the South End and Back Bay station to Copley Square and to Prudential Center and the Back Bay and to provide visual and functional integration along Dartmouth St.

2. Housing must be built at the same time as the rest of the development on the site so that people and activity are on site at all times.

a. Fenway Parcel 1 must be developed as housing of no more than 8 stories (base line -- Garrison St.). (See Vehicular Access Guidelines.)

b. Mixed income housing other than Parcel 1 must also be included in the development of the site.

(Note: The CRC has expressed strong feelings that the housing (density, income mix, height, access, etc.) on this site be planned and developed in conjunction with housing on the Tent City site, while recognizing that the BRA is responsible for the development of the Tent City site. Some opinion was also expressed that: if Tent City is developed with mixed-income housing, perhaps it will not be necessary to develop mixed-income housing on the Copley site.)

PEDESTRIANS

1 GOAL

One of the strongest potentials for this site is that of rejoining areas of the city separated by traffic and large scale development. The following pedestrian guidelines attempt to encourage linking of the site to adjacent areas and humanizing of conditions at ground level.

2 GENERAL GUIDELINES

Certain major pedestrian routes around and through the site are necessary to responsive development in this location. Three of these are public ways which must be open at all hours, two are semi-public ways through the site. Any of the following routes can be realigned through the site as long as they satisfy the same criteria. Certain conditions apply to all routes:

1. Protection from excessive wind turbulence, noise and fumes must be provided for pedestrians on all routes. Routes must be clearly marked and continuous.
2. All the major public routes must be traversable by the handicapped.
3. All routes should be well-lit when open and designed for safety (e.g. located adjacent to active uses, easy to patrol, etc.).

4. When semi-public paths are closed, they should be closed at points where there are clear alternative public paths.

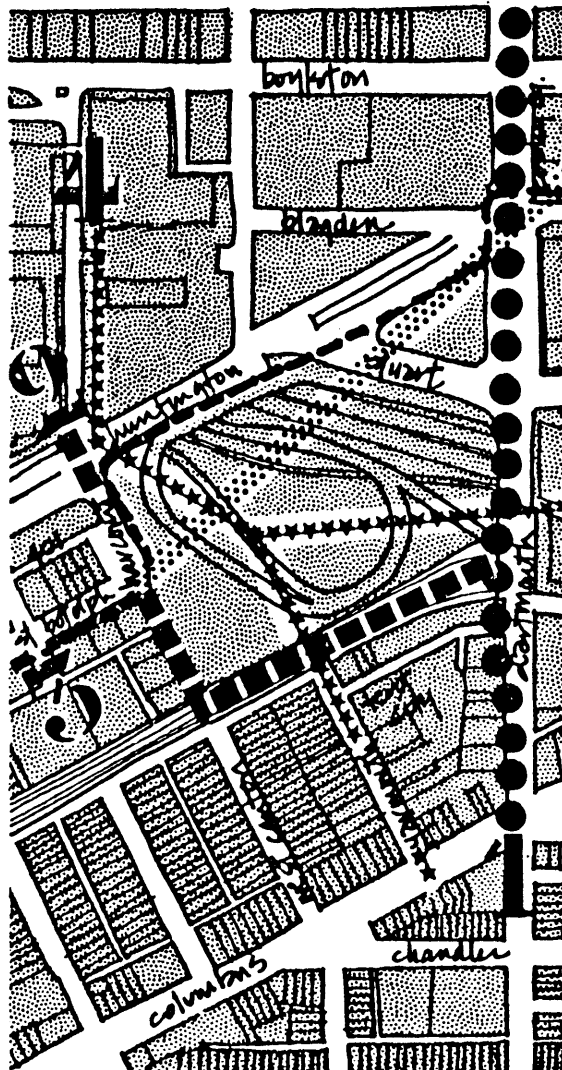
5. Special care must be paid to the sections over the Mass. Turnpike especially Dartmouth St. and Huntington Ave. to ensure protection for pedestrians from pollution -- noise fumes, and visual. The preference is for active uses such as retail which will both provide activity and block out the Turnpike.

6. Clear and workable arrangements for developing, managing and maintaining pedestrianways must be arrived at by the participants -- the City, MBTA, developer.

3 ROUTES

1. Public. South End to Copley Square along Dartmouth. Extension of a major pedestrian route from the Public Library to Columbus Avenue is necessary in conjunction with development of the air rights site. This route has been improved, as the Dartmouth Street Mall, up to Boylston Street, and should be extended now to Columbus Avenue.

2. Public. From South End, Tent City site and Back Bay station to the Prudential Center and Back Bay on the MBTA cover and Harcourt St. to Huntington Ave. (See p. 11, item 4.6, for detailed requirements for pedestrian overpass.) It is essential that activities and route be designed and located to maintain safety, surveillance, and access to patrols at all times. The MBTA should



design on the deck managed active areas such as community recreation and other measures necessary to make the route safe and inviting at night. Retail or other facilities fronting on the MBTA tract cover should provide good lighting and some visual access to inside activities.

3. Public. From St. Botolph along Huntington Avenue to Copley Square.

4. Semi-public. From St. Botolph St. through the site to Copley Square

5. Semi-public. From Back Bay Station, South End and Tent City site through the site to Prudential Center and Back Bay.

4 INTERSECTIONS

1. The intersection of St. James, Huntington, Blagden, and Dartmouth must be made less hostile to pedestrians. Improvements such as crosswalks, new surface materials, curb cuts, signal adjustments for increased pedestrian crossing time, plantings, clear signage, increased sidewalk width, street furniture, and other special features are primarily the City's responsibility. It is necessary, however, that these changes be closely coordinated with the developer's improvements. It is also important that the changes are designed to be consistent with traffic flow necessary to maintain safety on the Mass. Turnpike.

2. Treatment consistent with that of the above intersection should be used to aid crossing Stuart Street at

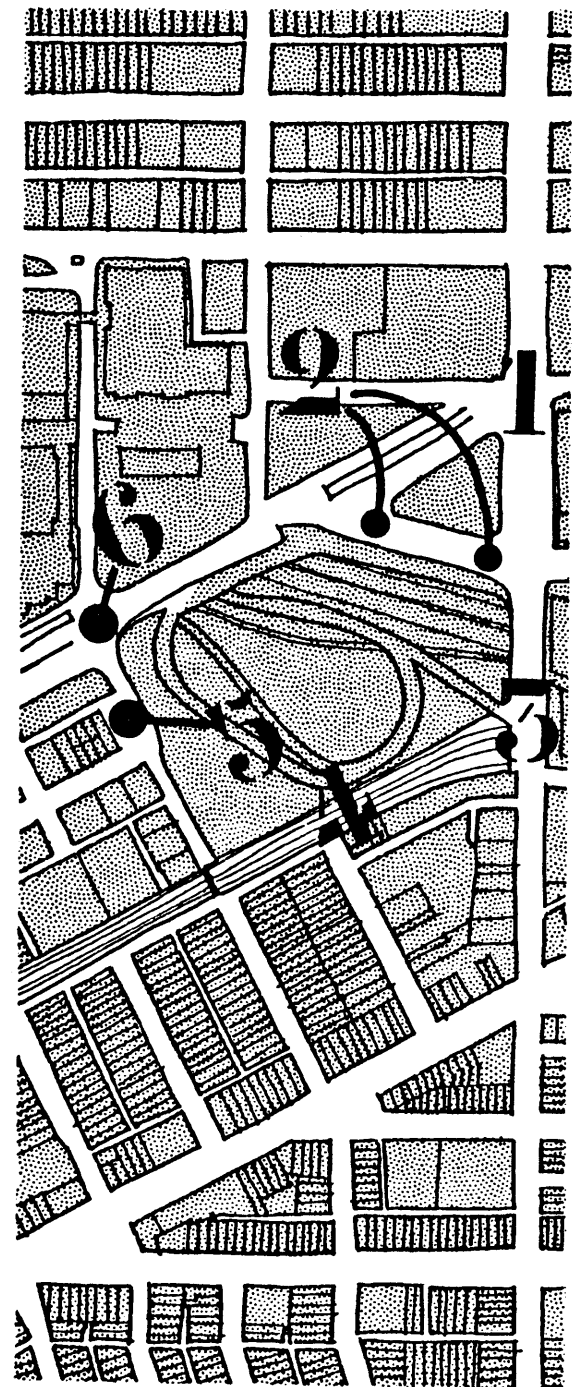
Dartmouth and at Huntington. These crossings are again primarily the responsibility of the City and must be coordinated with the developer's designs.

3. Another joint responsibility crossing is that from the future reconstructed Back Bay Station across Dartmouth to the air rights site.

This connection provides access to 3 major routes: Dartmouth Street route, path on the future MBTA track cover, and the path through the site to the Prudential. Like the other intersections, treatment must be coordinated; in this case by the City, air-rights developer, and designers of the new Back Bay Station.

4. There are several points along the future MBTA track cover at which pedestrian access should be provided. In addition to access points where the cover meets Harcourt and Dartmouth, access to the Tent City site, Parcel C, and Yarmouth should be provided in accordance with the needs of these areas. Ramps may be necessary at certain of these connections to allow access for the handicapped. Location of ramps -- on public, air-rights, or private land -- must be worked out with the design of the relevant parcels.

5. The section of Harcourt between St. Botolph and Public Alley 401 should be closed to all but pedestrian and emergency vehicular access. This area forms a link in the path from the track cover to Huntington and should be given suitable treatment. It is desirable that some physical form of traffic control -- bollards or a gate -- be used so that



closing of the street can be effectively enforced.

6. Huntington Ave. at Harcourt St. This is an important crossing to the Prudential Center from the site and intersects the Huntington Ave. path. It is also the proposed entrance to the semi-public paths through the site, the retail areas and the office tower. The crossing at street level is difficult -- approx. 120' wide with 8 lanes of traffic and turning movements. If a pedestrian overpass is constructed as the major crossing here, it must include the following requirements:

a. The overpass must be accessible 24 hours a day by the public. Handicapped persons will have access when the retail mall is operating. The access from the street must be convenient and easy to encourage its use.

b. The space beneath the overpass must be designed as carefully as the overpass avoiding the character of left-over spaces.

c. The street level crossing must be maintained to avoid forcing all pedestrians to use the overpass.

d. Concern was expressed by a participant about the potential obstruction of the view down Huntington Avenue towards Copley Sq. This factor should be considered in the physical design of the overpass -- e.g., depth of structure, height, bulk, opacity, materials, etc.

TRAFFIC

1 GENERAL GUIDELINES

1. Close down and remove Ramp C and define Parcel C as a developable site.

2. The amount of commercial parking will be decided by the Air Pollution Control Commission in accordance with EPA regulations. Other parking should take into account access capacity on surrounding streets, air pollution and noise, as well as accessibility to public transportation.

3. Any development on the Copley Square Mass. Turnpike site must be consistent with the SECOT Agreement with particular reference to spillover parking and South End through traffic which might be generated by this development. Measures to control non-resident parking and through traffic are the responsibility of the city.

4. Set up a study to determine the feasibility and community impact and reaction to the extension of Herald Street between Tremont and Clarendon Streets, which will run over the new MBTA Orange Line rails.

5. The MBTA track cover between Dartmouth and Yarmouth Streets is not to be considered as a vehicular access to either the Copley Square site or Tent City other than for emergency traffic. (For other access constraints, see Massing and Pedestrian Guidelines.) Structures and uses should relate to it so that

it becomes a safe pedestrian route to to Harcourt Street.

6. Harcourt Street between Alley 401 and St. Botolph Street should be closed to all traffic except emergency vehicles, and designed as a pedestrian area.

2 VEHICULAR ACCESS

1. Huntington Ave. is the preferred location for access to the site. Removal of Ramp C will permit vehicular access to the site from Dartmouth St. However, this access point must recognize the primacy of pedestrian movement along Dartmouth St. and be designed to minimize interruption of pedestrian movement. Use of public Alley 401 for service to Parcel 1 is allowed for a development under 40 units. Beyond that number, vehicular access will be limited to part of the alley near Garrison St.

2. Wherever service access, drop off and taxi parking, or parking garage entrances are placed, the areas must be well ventilated and must minimize pedestrian exposure to noise and fumes. Such access points should also be clearly marked for pedestrian and vehicular safety.

ENVIRONMENTAL IMPACT

The developer has met with EOEA secretary Evelyn Murphy to work on the outline of a state E.I.S. which includes: air, noise, wind, shadows. The material in this report is a starting point for the development of an acceptable E.I.S.

WIND AND SHADOW

These aspects of impact have been outlined in the interim report and are considered in other guidelines. These general comments from the interim report are repeated here. Until the physical design is further defined, these guidelines cannot usefully be made more specific.

NOISE AND AIR POLLUTION

Like wind and shadow considerations, these aspects of development impact are most usefully addressed at a later state of planning and design. Some preliminary considerations are, however, relevant.

1. Adherence to the access guidelines will keep most vehicular traffic with its attendant noise and fume problems away from sensitive areas.
2. The EPA parking freeze will affect the number of possible commercial parking spaces. Non-commercial spaces should be kept to a minimum to avoid aggravation of the existing

traffic problems on surrounding streets.

3. Ventilation of service and parking areas within the complex should be designed to prevent heat and fumes from intruding on adjacent pedestrian residential and community areas.

4. Carbon monoxide levels are largely a result of automobile emissions. Therefore, the project in its scale, mix of uses and pol-

icies, should encourage transit and pedestrian usage and minimize automobile usage. (Note: The carbon monoxide in the Copley Sq. area exceeds Federal ambient air quality standards.)

(Note: The Back Bay Association and the BRA would add a section on Economic Impact especially on the Back Bay but also on Downtown and other parts of the city.)

WIND & SHADOW

Shadows generated in this development are unlikely to pose severe environmental problems. As the site is currently open, any building whatsoever will cause some loss of sunlight to certain surrounding properties. Existing residential areas, fortunately, are south of the Turnpike site. Consequently, any shadows generated by the development will not severely affect these areas. Among the areas that might be impacted are the Hancock Garage, Copley Square, Blagden-Exeter-Huntington block, and southeast part of the Prudential Center. Copley Square, the only of these which might be considered a sensitive area, has already been affected by existing buildings. Development on the Stuart Street triangle, if no higher than the adjacent Copley Plaza Hotel and any tower (not over 390') is set back significantly from the corner, should not significantly reduce the amount of sunlight in Copley Square.

As with shadow impacts, construction on a large scale on the site is likely to aggravate wind problems in the area to some degree. Tall slab structures, like the Prudential or Hancock Towers, create significant wind problems at the ground — generally the taller the building the more difficult the wind problem. Careful architectural design, including pedestrian wind protection and careful placement of taller building elements, can reduce wind impact. Specific wind studies of design alternatives, as well as shadow studies, should be part of later planning phases.

AMENDED AND RESTATED
LEASE
MASSACHUSETTS TURNPIKE AUTHORITY
to
URBAN INVESTMENT AND DEVELOPMENT CO.
of
COPLEY PLACE
BOSTON, MASSACHUSETTS

Signed By The Parties
and Approved by
Governor Michael S. Dukakis
December 22, 1978

Amended by the Parties
and Approved by
Governor Edward J. King
January 31, 1980

SCHEDULE C

CONSTRUCTION AGREEMENT TO BE ATTACHED TO THE LEASE INDENTURE BETWEEN MASSACHUSETTS TURNPIKE AUTHORITY AND URBAN INVESTMENT & DEVELOPMENT CORPORATION DATED AS OF DECEMBER 22, 1978 AND BEING THE CONSTRUCTION AGREEMENT REFERRED TO IN SECTION 11.1 OF SAID LEASE INDENTURE.

REVIEW PROCESS

Landlord and Tenant will continue the Citizens' Review Process, and the Citizens' Review Committee which they have carried on since early April 1977 until the Commencement of Construction Date or the end of May, 1980, whichever is earlier. The Landlord will continue to provide a consultant and staff for this process and the Tenant will continue to participate in the process as it has prior to the execution of this lease. Said consultant shall serve as the Chairman of the Citizens' Review Committee, and of the Design Review Subcommittee established in the following paragraph. The Citizen's Review Committee may advise the Landlord and the Tenant on such matters relating to the development as the Landlord may prescribe, including but not limited to the following:

(a) the relationship of the proposed deck over the Southwest Corridor transit line to be constructed by the Massachusetts Bay Transportation Authority from Dartmouth Street to Yarmouth Street, to the development;

(b) construction of at grade and below grade pedestrian connections between the development and the Back Bay Station;

(c) feasibility of implementing shuttle bus service linking the development to the Prudential Center/Boylston Street/ Newbury Street retail areas, and various off-site parking areas;

(e) construction of pedestrian connections between the development and the Prudential Center Area; and

(f) the development of advisory programs to assist the Tenant and the City of Boston in mitigating any potential adverse parking impacts the development may have on surrounding neighborhood.

Review and approval of the Tenant's design plans is, except to the extent of (i) the City of Boston's interest under its agreement with the Landlord dated January 29, 1970 and (ii) Boston Redevelopment Authority design review procedures under G.L. c. 121A and Chapter 652 of the Acts of 1960, totally within the control of the Landlord. Nevertheless, the Landlord will involve in this process, for the benefit of the Landlord and Tenant and the community, a subcommittee of the Citizens' Review Committee (hereinafter called the Design Review Subcommittee, which will continue in existence notwithstanding the discontinuance of the Citizens Review Committee) to be appointed by the consultant, to whom Landlord will from time to time submit for review and comments Tenant's design plans and specifications in accordance with the provisions of Article 11.1 of this lease. Said Design Review Subcommittee will be responsible for advising Landlord with respect to the Guidelines contained in the Final Recommendations for Copley Square submitted by the Copley Square Citizens' Review Committee on September 22, 1977, specifically with respect to, but not limited to, the following:

(a) providing for active retail uses especially along Dartmouth and Stuart Streets, and active uses and other visual interests along all portions of the development abutting public streets;

(b) providing for a compatible integration of the development which complements and reinforces the scale and texture of surrounding areas, particularly with respect to the treatment of those portions of the development which are visible to the surrounding residential areas;

(c) providing for pedestrian movement and linkage from the Boston Public Library to Columbus Avenue;

(d) providing an adequate number of pedestrian rights-of-way around and through the development, which shall be well lit, clearly marked, accessible to the handicapped, and which protect the pedestrian from excessive wind turbulence, noise and fumes, including the provision of a landscaped walkway from Harcourt Street at the end of St. Botolph Street to Huntington Avenue; and

(e) providing for the softening of facades of all buildings through the use of appropriate materials, irregular setbacks, landscaping, and the like.

OTHER DESIGN AND CONSTRUCTION MATTERS

The Tenant will provide a suitable memorial, preferably somewhere in the retail mall area, for the late Daniel Ahern, for many years the president of the Back Bay Association.

In matters such as massing, access, live edges, underpasses, landscaping, vehicle access points and the like, the Tenant will be guided in its design and the Landlord in its design review by the concepts which have arisen through the Citizens' Review

process as reflected in the published recommendations resulting from such process, but will not be bound to do so whenever, in the judgment of the Authority, it would be inconsistent or in conflict with its primary duty to provide for safe, continuous and uninterrupted operation of the Boston Extension of the Massachusetts Turnpike Authority.

ARTICLE XI -- CONSTRUCTION

Erection of Buildings by Tenant

11.1 Tenant will construct on the Demised Portion a number of buildings and other improvements in accordance with Tenant's draft and final environmental impact reports and the comments of the Secretary of Environmental Affairs thereto, of which the principal elements will be hotels, office buildings, an apartment structure, and department stores, together with related parking facilities, stores shops, restaurants, theatres and sports facilities. In erecting such buildings the Tenant shall be entitled to the support provided in Article IV and Tenant agrees that the construction of such buildings shall be in accordance with the terms of Schedule C attached hereto and made a part hereof. Tenant shall furnish to the Landlord and Landlord will furnish to the Design Review Subcommittee of the Citizens' Review Committee (herein called the Design Review Subcommittee) established pursuant to Schedule C of this lease, the plans and specifications for the proposed buildings and appurtenances thereto. It is contemplated that Tenant will furnish to the Landlord preliminary plans and specifications, and that the Landlord will make the same available to the Design Review Subcommittee and, with the advice of the Design Review Subcommittee, will offer suggestions and establish requirements for changes and additions to the plans and specifications, which changes and additions will be incorporated into revisions of plans and specifications until, by a continuous process of revision and review of plans and specifications, final plans and specifications are submitted by the Tenant

to the Landlord and by Landlord to the Design Review Subcommittee. Landlord, with the advice of the Design Review Subcommittee, shall have thirty (30) days from the date of delivery of such final plans and specifications to approve the same or indicate in writing to the Tenant its specific objections thereto.

Exhibit E SUMMARY OF PROJECT CHANGES TO COPLEY PLACE
AS A RESULT OF COMMUNITY PARTICIPATION

Urban Investment and
Development Co.

May 24, 1979

Since its inception, the planning process for Copley Place has taken place within the context of community participation. Many important changes to the design of the project have been made in response to guidelines written by the Copley Place Citizens' Review Committee. Some of these changes are listed below:

1. UIDC agreed to develop the "Parcel C" area of the site. (See attached map.) The existing turnpike ramp at Dartmouth Street was eliminated, improving pedestrian access from the South End. (Total site development was conditioned upon a public investment in site premium costs.)
2. UIDC agreed to construct the project in one phase, assuring complete site development.
3. 100 to 150 units of new housing were added to the project. (At least 25 percent of the units would be subsidized.)
4. Minority hiring commitments for both construction and long term employment were added to the Turnpike Authority lease.
5. UIDC agreed to work with the MBTA in providing a direct pedestrian connection to the new Back Bay Station.
6. Community oriented commercial space facing on the Southwest Corridor deck was added. (The space would rent at below market rates.)
7. A "tunnel effect" created by construction over Stuart Street was diminished.
8. The Western International Hotel tower on the Huntington/Dartmouth/Stuart Street "triangle" was moved back away from Copley Square.
9. Better pedestrian connections around and through the project were added, including pedestrian bridges above street level.
10. The high-rise building at the corner of Harcourt and Huntington was moved back from the St. Botolph Street building line. UIDC agreed not to build high-rise structures within a St. Botolph Street "visual easement."
11. The Back Bay Dartmouth Street Mall was extended along one edge of the project.
12. Dartmouth Street vehicular entrances to the project were prohibited.
13. A memorial for Dan Ahern was added to the project.



Exhibit F

UIDC

Citizens' Review Committee
June 14, 1979

PUBLIC FINANCING AND COMMUNITY ECONOMIC DEVELOPMENT

COPLEY PLACE - PUBLIC AND PRIVATE COSTS AND BENEFITS

Urban Investment and
Development Co.

June 14, 1979

The construction of a major project such as Copley Place involves costs and benefits, both to the developer and the City and State in which the project is located.

For the development company, the types of costs and risks involved are fairly clear. The company must fund an initial feasibility study to study design and engineering plans and determine costs, and, if successful, must arrange for total project financing. Project financing comes from three possible sources: the developer's equity, permanent financing from secured lenders and public financing sources. In the case of Copley Place, there are additional costs and risks involved in the project's rent-up and operational phase as well. The benefits to the developer are the potential for operating profits and long term project ownership.

The costs and benefits to local government and residents are sometimes less clearly spelled out. We know that Copley Place will produce new employment, housing and shopping opportunities for local residents. It will also produce new tax revenues for local government. But we also know that certain public costs will be involved in the construction of Copley Place--costs that for the most part are caused by extremely difficult site and engineering conditions.

The purpose of today's CRC meeting is to discuss these costs and benefits--both from the perspective of the developer and the public sector. In short, UIDC is requesting public funding for approximately \$18.8 million in "premium", site-related, construction costs, against a total development cost of almost \$300 million. The developer's total "equity" or investment in the project (exclusive of public funding) will exceed \$69 million. It is estimated that the project will produce \$5.4 million/year in new Boston real estate revenue - over \$12 million/year in new yearly revenues to the Commonwealth (in the form of new sales, hotel room and income tax receipts).

On the pages that follow, you will find more detailed information on the project's financial plan, site "premium" costs, and projected levels of employment and tax revenue.

Urban Investment and
Development Co.

June 14, 1979

WHAT ARE COPLEY PLACE PREMIUM COSTS?

Unusual project site conditions and certain community planning requirements have created extra, or "premium" costs in the construction of Copley Place. Generally speaking, these premium costs might be thought of as costs that would not occur in the development of a typical, non "air rights" urban site. Here are some Copley Place examples:

- Deck structures necessary to span the turnpike lanes and ramps, and railroad tracks that run through the site and ventilation costs created by closing in the open turnpike area.
- Turnpike ramp relocations and temporary traffic re-routings during construction.
- A pedestrian bridge over Huntington Avenue linking Copley Place to the Back Bay.

UIDC contractors and cost estimators have calculated a total of over \$27,500,000 in Copley Place premium costs. (See Exhibit 1 for the full list of items.) The project itself can absorb approximately \$8,800,000 in premium costs. (This is made possible, in part, because of adjustments in land rent payments made by the owner of the project site, the Massachusetts Turnpike Authority.) The remaining short-fall in premium cost funding, approximately \$18,800,000 must be provided through public funding. (See Exhibit 2 for itemized list of public costs).

HOW CAN PUBLIC FUNDING BE ACCOMPLISHED?

UIDC and the City of Boston have identified the following sources for public funding of site premium costs:

- HUD Urban Development Action Grant (UDAG)

Level of funding requested by UIDC = \$15,800,000.

- FHWA Urban Systems Program

Federal Highway Administration program to improve pedestrian safety and modify urban street systems.
Level of funding requested by UIDC approximately \$3,000,000.

- UMTA Joint Development Program

Urban Mass Transit Administration program to encourage land development adjacent to transit facilities.
Possible sources for additional public funds to tie Copley Place into the new Back Bay station. Amount to be requested not determined.

UIDC

June 14, 1979

Since these are federally funded programs, city revenues and bonding powers need not be used.

Of these three sources of public funding the UDAG grant is the most important in terms of funding amount and timing.

COPLEY PLACE PUBLIC ECONOMIC BENEFITS

Construction and operation of Copley Place will produce significant economic benefits for Boston. In terms of employment, Copley Place will create an estimated:

- 1,100 construction jobs per year for three years.
- 4,400 new permanent jobs* in hotel, retail, office and parking garage employment generating an estimated annual payroll in excess of \$78 million/year.

Because of its location and its emphasis on hotel and retail uses, a majority of Copley Place jobs will be available for low and moderate income people.

Copley Place real estate payments to the City of Boston have not yet been fixed, but UIDC's financial plan allocates:

- \$5.4 million per year to the City of Boston by 1985/86.

The Commonwealth will also benefit from new project-generated tax revenues. Restaurant and retail areas will create new sales and meals tax receipts. Hotel rooms will generate new room tax revenues. New employment will create additional state income tax payments. These new revenues will total:

- Over \$12 million per year in new state revenues.**

Is a public commitment of almost \$19 million in Copley Place a good investment? Without this commitment, Copley Place as planned could not be built. With it, an additional \$17 million a year in public revenue will be created. From a purely financial standpoint, the initial investment will yield an annual rate of return of almost 90%!

*Employment is calculated in terms of full time equivalent jobs at 1985 projected wage rates.

**Each year the Commonwealth returns a certain percentage of its collected revenue to Massachusetts cities and towns. The Boston Redevelopment Authority has estimated this return at 11% for Boston. An additional \$12 million in State revenue could thus generate additional 1.3 million in State aid to Boston.

UIDC
June 14, 1979

WHY A UDAG GRANT?

HUD initiated the Urban Development Action program to stimulate private investment in urban areas and projects where it would not otherwise occur. Low and moderate income residents were to be the major beneficiaries of new jobs and development opportunities created by this investment. Copley Place is well qualified to win this grant because:

- The ratio of private to UDAG funding is very favorable, almost 17.5 to 1; higher than most UDAG's awarded by HUD in the past.
- The benefits to low and moderate income people are significant.
- The City of Boston has already been qualified by HUD to receive UDAG funds.

WHAT AFFIRMATIVE ACTION PROVISIONS WILL COPLEY PLACE INCLUDE?

The air rights lease between UIDC and the Massachusetts Turnpike Authority provides for certain employment and community economic development benefits. UIDC will work with public and community agencies to pursue these permanent employment goals:

- 30% for minorities
- 50% for City of Boston residents
- 17.2% for residents of the South End
- 50% for women
- Good faith efforts to insure appropriate job opportunities for handicapped persons

These other provisions also apply:

- A recruitment office in Copley Place staffed by manpower and training agencies of the Commonwealth and/or the City of Boston.
- A liaison committee to assist UIDC and employers with employment hiring goals.
- Periodic reports from Copley Place employers on the achievement of employment goals.
- 15,000-20,000 square feet in Copley Place for community-oriented stores. Of this amount, approximately 50% will be reserved for Community Development Corporations.

UIDC
June 14, 1979

During construction the following hiring goals are set:

- 20% minority employment (excluding finish trades)
- 5% of the total construction budget awarded to qualified minority business enterprises.

The lease provides for the creation of a Liaison Committee to carry out the construction provisions of the lease and fines for general and subcontractors who are found in violation of affirmative action provisions.

COPLEY PLACE
DESIGN REVIEW AGREEMENT

AGREEMENT made this 22nd day of September , 1980, by and between the City of Boston (the "City") by and through its Planning Agency, the Boston Redevelopment Authority (the "Authority") a public body, politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, (Ter.Ed.), as amended, and Urban Investment and Development Co. ("UIDC"), a Delaware corporation duly organized in accordance with law and duly qualified to do business in Massachusetts.

WHEREAS, UIDC is the developer of the Copley Place project in the Copley Square area of the City of Boston; and

WHEREAS, in furtherance of the provisions of Chapter 505 of the Acts of 1963 and in accordance with the safeguard procedures of the State and Federal Environmental controls, the City desires to exercise design review of the project; and

WHEREAS, numerous design issues have not been fully resolved to date between the City and UIDC; and

WHEREAS, certain issues related to mitigation of pedestrian level winds have not been fully resolved to date between the City and UIDC; and

WHEREAS, the parties hereto intend that this Agreement set forth the mechanism for resolving present and future design issues for the EIR/EIS document to be considered complete by the City of Boston NOW, THEREFORE, in consideration of the foregoing, the parties hereto mutually agree as follows:

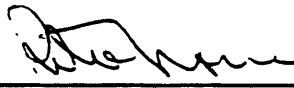
1. The Authority hereby approves the plans heretofore submitted to it (hereinafter the "Schematic Plans") a list of which is attached hereto, as Exhibit A, with the exception of the elements enumerated in Exhibit B attached hereto (the "Open Items").

- i. No construction shall begin on any element of the project not approved by the Authority pursuant to this procedure, nor on any sub-element of the project which could substantially affect the future resolution of any Open Items and design issues remaining unresolved at the time of such construction.

IN WITNESS WHEREOF, on the date first written above, the parties hereto have caused this Agreement in three counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

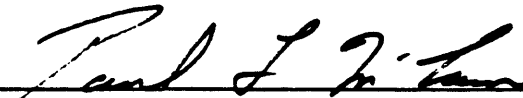
Signed, sealed and delivered in
the presence of:

CITY OF BOSTON




By 
Kevin H. White, Mayor

BOSTON REDEVELOPMENT AUTHORITY

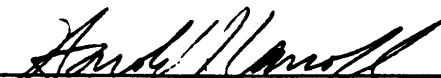



By 
Robert J. Ryan, Director

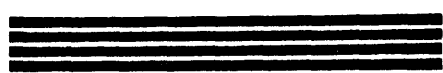
URBAN INVESTMENT DEVELOPMENT
CORPORATION

By 

Approved as to form:


Harold J. Carroll
Corporation Counsel - City of Boston


Ronda Silberberg Canter
For Asst. General Counsel - BRA



Copley Place Information

Exhibit H

**COPLEY PLACE
COMPREHENSIVE DESIGN SUBMISSION
APRIL 1981**



URBAN
INVESTMENT AND
DEVELOPMENT CO.

April 30, 1981

Mr. Robert J. Ryan
Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, Massachusetts 02201

Re: Comprehensive Design Submission

Dear Bob:

UIDC submits to you for your approval our comprehensive response to the nine "open design items" enumerated in the Design Review Agreement between UIDC and the BRA dated September 22, 1980.

Our submission is the product of months of study by UIDC and its architects of alternative design possibilities responsive to the ongoing dialogue with your staff and your Design Advisory Group. Our architects are firms with world famous reputation to whom we have given design freedom. The result of their work is a project that we believe is outstanding architecture, uniquely suited to the City of Boston and its Copley Square location as well as to the difficulties of the site.

Copley Place is designed to harmonize with the scale of the important landmarks - the Public Library, the Copley Plaza, and Trinity Church - which frame Copley Square. Its exterior facades both respect and echo those of adjacent buildings in Copley Square through the selection of materials and the theme of horizontal banding repeated throughout the project. The project completes the enclosure of the Square and reunites Copley Square with the South End by extending the edge of the Square across the division caused by the Turnpike.

UIDC has done its utmost to be responsive to all of the BRA staff's ideas for solutions to the nine "open design items." However, in reaching the decisions reflected by this design submission, UIDC has been mindful of the necessary balance between design objectives and economic realities. We have been

OPEN DESIGN ITEM LIST

1. The design of active pedestrian uses, sidewalks, and building form on both sides of the Stuart Street Corridor.
2. The Architectural treatment of Copley Place Elevations along the Southwest Corridor deck.
3. The architectural treatment of the Marriott Hotel tower elevations.
4. The design and form of the housing element of the project.
5. The specific treatment of the proposed Western International Hotel Cafe.
6. The treatment of the Neiman Marcus exterior elevations along Dartmouth Street
7. The design of the glass shed structure connecting Back Bay Station Tunnel and South mall entrance.
8. Satisfactory resolution of issues concerning the landscape design of the Turnpike deck cover, and architectural treatment of the adjacent Stuart Street facade.
9. Satisfactory resolution of the establishment of measures to mitigate pedestrian level winds including any wind tunnel testing necessary to investigate any such measures.

NARRATIVE OF RESPONSES TO THE NINE OPEN DESIGN ITEMS

I. The design of active pedestrian uses, sidewalks, and building form on both sides of the Stuart Street corridor. [Presentation Material: Stuart Elevation (Hotel Boston), Stuart Street Elevation (Central Area) and Perspective]

This has perhaps been the most publicized "open design item," one which has had the most attention from all levels of state and municipal government as well as the public and the one on which we have made, at once, the most and least progress. The item actually encompasses three concepts and each of those three concepts will be separately discussed.

The first such concept is the sidewalk on the south side of Stuart Street. We have learned after much debate that the sidewalk itself was never the issue. The issue has been the nature of the pedestrian crossing, if any, across the mouth of exit ramp D from the Massachusetts Turnpike. UIDC and the BRA have agreed that the solution to the crossing question should be jointly developed by their respective staffs. Therefore, this submission does not attempt to resolve the sidewalk-crossing issue. The proposal, insofar as it addresses the design of the project on the south side of Stuart Street, will accommodate a 10 foot sidewalk. (See Illustrated Site Plan)

The second and third concepts encompassed in this item are the BRA's desire for a change in the form of the building along the south side of Stuart Street and the uses to be conducted in such changed building form which encourage pedestrian activity. The BRA has explicitly requested the construction of additional retail space at grade on the south side of Stuart Street.

The proposal submitted responds to that request by incorporating the construction of a one-story, stepped, glass walled structure between column lines 18 and 23 built as an expansion of the original entry to the Central Area retail mall. This addition adds approximately 7,300 square feet of new rentable retail space at grade on the south side of Stuart Street. (See "Central Area Key Plans") The addition of this 7,300 square feet of glass enclosed retail space more than doubles the visually open, active space on the Stuart Street edge of the Central Area.

The decision to build a structure of this size was made in light of the following factors:

- A. The deck being built over the Massachusetts Turnpike slopes to accommodate grade changes between the Central Area and adjacent public streets. The area of the deck incorporated into the retail expansion slopes at a 1% grade. The area beyond the proposed retail expansion slopes at a grade as severe in places as 7%. By way of reference, a 7% grade is too steep for wheelchairs and is the maximum grade permissible on a federally funded highway. Certainly it is inappropriate for the conduct of retail trade. Any remedy to the excessive slope by building platforms would add such significant weight to the load on the Turnpike deck as to require the complete redesign of the entire structural system for the deck. Therefore, we have confined the new retail structure to areas of the deck having an acceptable grade.
- B. Any construction to be built upon the deck must be a maximum one-story structure. All glass clear story construction such as that proposed in our submission is extraordinarily expensive; more expensive than the overall construction cost of retail space within the Central Area mall. This glass shed will cost over \$150 per square foot to build as compared to approximately \$115 per square foot which is the cost of space in the Central Area mall. The rental which can be generated for this satellite retail space is significantly lower than the rental to be generated for space within the mall. Since the mall is not built at grade, the satellite space cannot be integrated into the mall. Thus, we predict an ability to generate only \$10 per square foot in the satellite retail space. In contrast, the Central Area mall will rent for \$25 or more per square foot as a base rent with additional rent through participation in a percentage of sales.
- C. Two other practical constraints have limited the size of the satellite retail space. Air intake louvres for turnpike ramp ventilation are located just to the west of the location of the proposed glass structure. These louvres would be blocked by further westward extension of the retail structure requiring redesign of the mechanical system for the turnpike ramp. In addition, emergency egress stairs for the office tower and Central Area retail mall exit just to the west of the proposed glass building. Emergency egress stairs cannot exit through retail space. Thus, an expansion of the glass shed to the west would also entail the redesign of emergency egress for the office and retail portions of the project.

II. The architectural treatment of Copley Place elevations along the Southwest Corridor deck.

[Presentation Material: Southwest Corridor Elevation and Perspective]

Both the BRA staff and the members of the Design Advisory Group have expressed a desire to create architectural relief of what they consider an expansive, unbroken elevation along the Southwest Corridor deck which was shown in the plans referenced in the Design Review Agreement. In discussing the solution submitted to this item, it is important to remember the activities occurring behind the wall of the project which faces the Southwest Corridor which are responsible for the limitations upon our ability to alter the design in this area. The portion of the project in question is the south wall of the Central Area between the east end of the housing element of the project and Dartmouth Street.

The major activity occurring behind this wall in the interval between the housing and the Neiman-Marcus store is a live turnpike exit ramp which curves around behind the wall one level above the Southwest Corridor deck. Also located in this area, at the level of the deck, is a massive fan room in which all of the ventilation fans for the turnpike exit ramp, the Marriott garage and the Central Area garage are located. That fan room is located proximate to the areas being ventilated and should not be relocated because any alternate location would result in a less energy efficient and more costly design.

Since the activities behind the Southwest Corridor elevation are fixed and unalterable, we have chosen to create relief in the facade through a series of architectural treatments. These include the following:

- A. The creation of a vertical notch between the Neiman-Marcus store and the balance of the Central Area.
- B. An alteration of the pattern of bays in the Central Area segment of this elevation reducing the bay width from 42 feet to 21 feet by the addition of columns to pick up the rhythm of the bay design of the housing.
- C. We have added interest to the elevation by building a curved wall to house the turnpike ramp.

- D. We have added two rows of windows between columns C18 and F21 and G22 and K25.

Countless other solutions have been considered but cannot be pursued because of the constraints presented by the turnpike ramp and construction adjacent to planned construction in the southwest corridor. For example, we had considered constructing a brick wall repeating the bay pattern of the housing in this area of the Southwest Corridor elevation. While such architectural treatment was not considered compatible with the balance of the facade treatment of the Central Area, it was nevertheless studied as a possible alternative. It proved infeasible for these reasons. First, the bays would encroach into the Southwest Corridor right of way where we have no property rights. Second, even if property rights could be acquired, brick construction would require the use of construction scaffolding over the Southwest Corridor in contrast to the crane-lowered precast construction planned for the balance of that elevation. This would destroy the construction sequencing for the Central Area which is tied to the rotation of a central construction crane. Each of the other solutions we have considered have been as carefully analyzed and have posed similar insurmountable problems.

III. The architectural treatment of the Marriott Hotel tower elevations.

[Presentation Material: Huntington Avenue Elevation, Harcourt Street Elevation and Perspective]

This open design item has once again been interpreted by BRA staff and the Design Advisory Group as a pursuit of architectural solutions to minimize what they consider largely unrelieved walls which face the South End residential neighborhood. Working with our architects we have incorporated the following changes in the design for the Marriott Hotel, almost all of which represent the incorporation of glass or windowed areas not originally shown in the plans for this element of the project. The specific proposal before you incorporates the following changes:

- A. The incorporation of pedestrian level glass and the elimination of a vehicular drive to provide active use at the intersection of Harcourt Street and Huntington Avenue.
- B. Windows for offices have been incorporated in a terraced fashion at the east end of St. Botolph Street on the Harcourt Street elevation.

- C. The formerly blank wall at the outside corner of the hotel tower is now a windowed wall because guest rooms have been located behind the elevators.
- D. Considerably more glass has been incorporated in the podium levels on the Huntington Avenue facade and the Harcourt Street facade.
- E. A landscaped visual screen has been added at the service entrance.
- F. The window pattern shown in the original design has been altered to incorporate a number of square windows.

IV. The design and form of the housing element of the project.
 [Presentation Material: Southwest Corridor Elevation, Harcourt Street Elevation and Perspective]

At the time of the execution of the Design Review Agreement, a design for the housing had been submitted which located the housing in relation to other elements of the project and suggested the architectural treatment of the building. Because that architectural treatment had not received the same amount of detailed attention as other design elements of the project, the final architectural treatment was left on the list of open design items.

The objections which were raised to the original design of the housing as presented in the plans attached to the Design Review Agreement and our response to them follow.

- A. The original proposal for exterior material for the housing was a combination of brick and precast or mineralite. In response to the BRA's suggestion, the exterior material is now all brick thus making the exterior more in keeping with surrounding residential architecture.
- B. The shared bay windows shown in the original design of the housing have been modified and expressed as pairs of individuals bays to create greater definition.
- C. In response to the BRA's comment that the parapet line of the housing was too high, the roof line of the housing has been stepped from a high point at the intersection of Harcourt Street and the Southwest Corridor down to the parapet line of the Central Area and the Marriott Hotel.

- D. The building has been set back along Harcourt Street and the Southwest Corridor deck to create private yards for apartment units at grade.
- E. The floor level of the first floor (and therefore of the whole building) was raised to create greater privacy for first floor apartment residents. This change was in response to a specific Design Advisory Group suggestion.
- F. An emergency exit from the Marriott Hotel ballroom was relocated to enable the construction of contiguous housing on the first floor.

V. The specific treatment of the proposed Westin Hotel Cafe.
 [Presentation Material: Dartmouth Street Elevation and Perspective]

This open design item when placed on the list attached to the Design Review Agreement was meant to leave open the question of the width of the sidewalk on Dartmouth Street which would result from the extension of a glass enclosed cafe from the Hotel Boston on to Dartmouth Street. That issue was quickly resolved with an agreement on the part of the City that the sidewalk width shown on Dartmouth Street was, in fact, adequate. BRA staff has expanded its interpretation of this open design item to include the architectural treatment of all of the elevations of the hotel building and the paving surrounding the building.

It should be noted that these elevations were approved by the execution of the Design Review Agreement. Therefore, BRA pursuit of requested design changes has exceeded the letter and the spirit of the agreement. Nevertheless, UIDC has been extremely responsive to requested changes in both the facade and paving treatment of the Hotel Boston as follows:

- A. A strip of windows at level 5 in the podium of the Hotel Boston has been added around the building between the following column locations:

At Stuart Street - 1 and 2
 29 and 20

At Dartmouth Street - A and N

At Huntington Avenue - 30 and 35
39 and 47
49 and 19

By the addition of all of this additional glazing we have been forced to redesign the heating and ventilation capacity of the plant in the building which had been designed solely for the capacity necessary for a building without this additional glass.

- B. All curb cuts servicing the hotel have been redesigned from concrete paving to continuous brick paving to create a consistent five foot sidewalk band around the hotel.

VI. The treatment of the Neiman Marcus exterior elevations along Dartmouth Street.

[Presentation Material: Dartmouth Street Elevation and Perspective]

This is another open design item in which our objective has been to respond to a request that a more interesting elevation be designed than that shown in the plans annexed to the Design Review Agreement. Our architects have responded to that objective in three ways:

- A. A portion of the exterior wall along Dartmouth Street has been recessed to create interest, resulting in a loss of first floor retail space of approximately 20 square feet.
- B. Showcase windows have been added to the exterior replacing approximately 60 square feet of first floor retail space.
- C. Three different pre-cast textures will be used on these elevations to create additional visual interest.

VII. The design of the glass shed structure connecting Back Bay Station Tunnel and South Mall entrance.

[Presentation Material: Southwest Corridor Elevation and Perspective and Central Area Key Plans]

At the time of the execution of the Design Review Agreement, the existing design of the mall entrance on the south side of the Central Area was criticized for being of lesser architectural importance than other entrances to the project. A new glass shed entryway of the same design family as the other entrances to the mall containing approximately 2,000 square feet has been added in response to this item.

VIII. Satisfactory resolution of issues concerning the landscape design of the Turnpike deck cover, and architectural treatment of the adjacent Stuart Street facade.
[Presentation Material: Illustrated Site Plan and Stuart Street (Central Area) Facade]

This open design item is obviously related to the first open item on the list. To the extent that this item relates to the architectural treatment of the Stuart Street facade of the project, the response to Item I is equally applicable in this case. In addition to the building of the satellite retail structure described under item I, we have modified the Stuart Street facade of the Central Area by expressing the function of the turnpike exhaust and adding to the exhaust structure a glass block wall at the pedestrian level to add visual interest to the wall. In addition, two levels of windows have been incorporated between column lines 4 and 12.

The balance of our response on this item addresses the landscaping of the turnpike deck cover. Large trees are shown in this design in all places where it is feasible to support the weight of such trees with the structural system of the deck cover. Ivy ground cover is specified together with smaller varieties of trees and shrubs for the balance of the deck and represents the maximum amount of landscaping that can be supported by a deck cover.

IX. Satisfactory resolution of the establishment of measures to mitigate pedestrian level winds including any wind tunnel testing necessary to investigate any such measures.
[Presentation Material: Wind Consultant's Report]

We had much discussion of wind mitigation measures in connection with the issuance of a foundation permit for the Hotel Boston. During that process UIDC asked its wind consultants to undertake additional analysis of various wind sensitive points and to suggest specific measure that would mitigate any undesirable wind conditions. The result of all of the various studies which have been conducted has suggested that pedestrian wind mitigation can be successfully achieved through localized control by means of canopies, trees, or other energy dissipators.

Exhibit I

BREAKDOWN OF ADDITIONAL PROJECT COSTS

The preceding section of this submission has described UIDC's proposed solutions to the open design items and the background for the selection of the solutions. Each solution has a price tag. While any one item may appear to entail only a inconsequential cost to the project, the aggregate cost of the solutions proposed in this submission is staggering. The following are the cost estimates for implementing the solutions suggested.

I.	Cost of satellite retail space	\$1,095,000
II.	Southwest Corridor deck facade changes	
	A. Notch between Neiman-Marcus and balance of central area	150,000
	B. Alter bay pattern	200,000
	C. Add two rows of windows	55,000
III.	Marriott Design changes	250,000
IV.	Housing design changes	150,000
V.	Hotel Boston facade and paving	
	A-1. Add 4650 square feet of glazing	93,000
	A-2. Up-grade HVAC system	50,000
	B. Change paving from concrete to brick	10,000
VI.	Neiman-Marcus facade changes	
	A. Recess wall	8,000
	B. Add showcase windows (replace pre-cast with glass)	2,000
	C. Vary pattern of pre-cast	21,000
VII.	South mall entrance	255,000
VIII.	Landscaping design and architectural treatment of turnpike deck cover and Stuart Street facade	
	A. Articulate turnpike exhaust structure	40,000
	B. Add 3036 square feet of glazing	61,000
IX.	Wind Mitigation	
	A. Add canopy on Hotel Boston	<u>200,000</u>
	TOTAL	\$2,640,000

ARCHITECTURAL DESIGN PHILOSOPHY

A. CENTRAL AREA

Overall

Central Area has been designed as a "layered" horizontal expression, recalling the banded masonry effect prevalent in many prominent Back Bay buildings, e.g. Trinity Church. This formal vocabulary is further refined to express the distinct identity of project elements while cohesively tying the overall project together. The major exterior building material of Central Area will be precast concrete. This material provides a three-dimensional masonry-like appearance while affording economy of construction not feasible in homogeneous stonework. The color will be similar to the "warm" stone of buildings in Copley Square. The surface of the panels will be articulated using rustification grooves in varying widths and depths and a variety of scale, texture, and color. Variation in color is achieved by the degree to which the warm stone aggregate concrete is exposed. The final effect of the varied concrete treatment, combined with glass & louvers, will be sympathetic to the commercial and institutional character of Boylston Street and Back Bay and will complement the adjoining residential neighborhood.

Stuart Street Deck Entry

The Stuart Street entry has been designed to extend retail street life activity further on the Stuart Street Turnpike deck cover. The massing is stepped up from the Stuart/Dartmouth plaza up to the Central Area building to express the upward pedestrian movement, and provide a massing transition from the pedestrian scale of the entry to the retail and office areas. The shape of the entry plan has been designed as an extension of the geometry of the Central Area, spatially enclosing the Stuart Street plaza on one side and the Turnpike cover space on the other. Because the entry is composed of horizontal glass bands, the activities and interior treatment within will be highly visible -- day and night. While unifying the interior life with paved outdoor landscaped areas, the entry will be a major activity generator and gathering place.

Southwest Corridor Elevation

The Southwest Corridor treatment is such that textures and articulation will vary from level to level, expressing layers, banding, and internal uses. The basic structural bay allows a horizontal dimensional expression of 21 feet, recalling the typical South End housing unit structural width. A vertical notch has been added to visually separate the retail area from the Neiman-Marcus store. A similar notch between the housing and retail elements provides a similar function. The pedestrian zone has been designed to add scale and variety along the length of the facade. A recessed zone has been established wherever possible. The Turnpike ramp section of the facade has been recessed and follows the curved plan of the ramp. Neighborhood retail glass fronts will activate a substantial length of the facade.

A separate identifiable glass enclosed mall entry will extend out from the facade, inviting people to participate in the life of Copley Place. Glass has been added on both retail mall levels to open the activity to view, giving visual depth and scale while helping to assure that no edge is treated as a back side.

Southwest Corridor Deck Entry

As mentioned before, a glass-enclosed building element has been extended onto the Southwest Corridor deck to bring the activity of the mall out onto the plaza, make a link to the South End neighborhood, and to make a direct weather-protected connection to the Back Bay Station.

The entry has been designed to integrate the geometry of the retail and office building to that of Dartmouth Street. Treated in a similar formal vocabulary to the other mall entries, the Southwest Corridor entry will be composed horizontally expressed in glass bands, planting, and warm floor materials. This entry element will unify the neighborhood retail frontage with the Southwest Corridor Deck space and the Neiman-Marcus-- providing a protected meeting place before entering Copley Place.

Neiman Marcus Elevation

The integrity of Neiman-Marcus as a top-quality store will be expressed by the use of a large showcase window recess at the pedestrian level, surrounded by banded concrete panels with subtle variations of color, texture, and delineation. The Dartmouth Street facade will have glass showcase and entry elements on the ends with small showcase elements (vitrenes) set into the precast which, in concert with paving, trees, and landscaping, will continue the activity and life of the Dartmouth Street Mall.

Stuart Street Facade

The treatment of the Stuart Street facade expresses a variety of uses and has been scaled down with the use of massing modulation, material variety, and a rigorous articulation of precast, that segments the length of that facade into distinct sections. Like the Dartmouth Street facade, the Stuart Street facade of the Neiman-Marcus store stands as a distinguished face to the Dartmouth/Stuart Street plaza, expressing glass-enclosed showcases and entry recesses surrounded by banded concrete panels with subtle variations of color, texture, and delineation. As discussed before, in response to B.R.A. suggestions, the Stuart Street entry has been expanded and will step down from the retail mall and office building to develop an identifiable building element. It's mass will help enclose the Stuart Street plaza, and insure that the activity generated there will make the plaza an important place.

In the middle of the facade, the Turnpike exhaust structure will be directly in front of the middle of the office buildings. The elements of the Turnpike exhaust structure make a distinct composition subordinate to the overall Stuart Street facade. The pedestrian level zone is recessed and built of glass block, allowing the light from within to give life to the facade. Above

the pedestrian level on grade, the middle zone will be articulated with a variety of precast textures, rustication, and punched periodically by mechanical louvers. The Upper zone will give roofline modulation and will express the exhaust tube/towers. The facade on both sides of the exhaust structure has incorporated windows on both retail levels, giving an additional feeling of life to the facade -- day and evening.

B. HOUSING

The design objective for the Copley Place Housing is to accomodate 100 units of new housing in a structure which acts as a transitional element between the major, non-residential forms of the Central Area & Marriott Hotel and the small-scale brick townhouses of the South End. The design is an "L" shaped brick rectangular mass articulated by a repetitive pattern of paired projecting bays which step from eights and ten stories in height. The base is recessed with an expressed colonnade on a 25'-0" grid. Programmatically, the housing consists of a two-story base which is composed of townhouse-type units with direct grade entry; a middle portion of the building which consists of bow front flats; and the stepped upper levels of penthouse apartments. The housing has been designed to complement both the South End housing and the rest of Copley Place Complex. The repetition of paired 12'-0" bays evokes the residential texture of the South End while reading through as a larger module related to the forms of the main Complex. Similarly, 25' rhythms of the recessed colonnade at the base defines the individual townhouses at Ground level and echoes the column spacing of the recessed areas along the Southwest Corridor. This horizontal continuity between neighboring development elements is also accomplished by carrying a pattern of recessed openings to band the upper two levels of the housing component. The parapet height at the eighth floor setback aligns with the parapet of the Central Area @ the Southwest Corridor as well as that of the Marriott Hotel on Harcourt Street. By incorporating elements of form and rhythm that carry throughout, the design will express the housing as a separate entity, link it to the main complex, and complement adjacent South End townhouse forms.

C. WESTIN HOTEL

The facade of the Westin Hotel is designed in layers, or zones, that respond to the proportions of the Boston Public Library, and the precast skin is designed in the spirit and scale of the masonry used in both the Boston Public Library and the Copley Plaza Hotel. The precast concrete panels are articulated by rustication joints and grooves into a series of banded rectangles. Similar to the Central Area, the color and texture will be subtly varied in bands to simulate the tones and color of the Copley Square historic buildings. In formal acknowledgement of completing the corner on Copley Square, a large glass corner entry will address the Square. The cornice line is level with the Copley Plaza Hotel. A band of glass has been added at the upper level of the podium to lighten the mass along Dartmouth Street. The glass band will cap the rotunda facing Copley Square, extend down Dartmouth Street, and wrap around the Stuart/Dartmouth corner to cap the faceted corner of the building as well. Pedestrian level scale is achieved by adding glass restaurant sheds in keeping with the character of the Newbury Street sidewalk cafes and